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 8 FEATURED ARTISTS AGENCY

9
 10 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
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 12 IN AND FOR THE COUNTY OF COUNTY OF LOS ANGELES
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14 FEATURED ARTISTS AGENCY, a California
 15 corporation;

16 Plaintiff,

17 vs.

18 CREATIVE ARTISTS AGENCY, LLC, a
 19 Delaware limited liability company; and
 20 DOES 1 through 25, inclusive

21 Defendants.
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Case No.

COMPLAINT FOR

1. FRAUD
2. INTENTIONAL INTERFERENCE WITH
A CONTRACTUAL RELATIONSHIP

1 Plaintiff Featured Artists Agency ("FAA" or "Plaintiff") alleges the following causes of
2 action against Defendant Creative Artists Agency, LLC ("CAA"), and Does 1 through 25,
3 inclusive (collectively "Defendant") as follows:

4 INTRODUCTION

5 1. In early June 2012, Rian Johnson – a writer/director fresh off his wildly
6 successful motion picture *Looper* – approached his long-time agent Brian Dreyfuss of FAA with
7 an important decision. For more than a decade, Dreyfuss, first as an agent for the Kohner
8 Agency, and ultimately through his licensed talent agency, had devoted time and energy to
9 Johnson's film career from the beginning – an off-beat high school noir drama (*Brick*).
10 Approximately one year earlier, during the summer of 2011, Johnson had hired CAA to work
11 with Plaintiff as co-agents on his behalf. Although Dreyfuss invited Johnson to terminate FAA if
12 he wanted to work exclusively with CAA, Johnson refused. Rather, Johnson told Dreyfuss that
13 he considered FAA to be an important part of his team and that he wanted Plaintiff and CAA to
14 work together to provide Johnson with the best strengths of both of them. Consistent with
15 Johnson's instructions, Plaintiff and CAA agreed that each of them would pursue all available
16 leads for Johnson, keep each other informed of such efforts, and assist each other as requested.

17 2. Now, one year later, Johnson informed Dreyfuss that he had decided to
18 terminate his relationship with CAA to retain William Morris Endeavor as his co-agent with
19 Plaintiff. Plaintiff responded by telling Johnson that he should reconsider taking this step.
20 Plaintiff stressed to Johnson that before leaving CAA he should meeting with its representatives
21 to discuss Johnson's reasoning behind his desire to leave CAA and CAA's argument for why he
22 should stay. Plaintiff explained that leaving without giving CAA such an opportunity was
23 inappropriate and unprofessional. Johnson agreed to meet with CAA as Plaintiff recommended.
24 After that meeting, Johnson was still undecided. Yet, after Plaintiff again advised Johnson to
25 stay with CAA, Johnson reconsidered his initial decision and chose to stay with CAA.

26 3. One could fairly conclude that CAA would appreciate Plaintiff's efforts at
27 convincing Johnson to do the right thing and give CAA the fair opportunity to make its case for
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1 continuing as Johnson's co-agent. Surely, the fact that Plaintiff advised Johnson to stay with
2 CAA and that Johnson followed that advice would result in an even more cooperative and
3 effective relationship between Plaintiff and CAA as they worked to advance Johnson's career.
4 Yet, that is not what happened. Within days of Plaintiff advising Johnson of remaining with
5 CAA, Johnson met with Kathleen Kennedy of Lucasfilm, at which the pair discussed
6 Lucasfilm's intention to re-imagine the Star Wars film franchise and inquired into Johnson's
7 interest in becoming involved in writing and directing in that project. As alleged herein, by the
8 end of 2012, Johnson had agreed to write and direct the second film in the final trilogy of the
9 Star Wars motion picture franchise, *Star Wars VIII* (released as *The Last Jedi*). As further
10 alleged below, Johnson ultimately spent 2013 writing *Star Wars VIII* and by the end of that
11 year had initiated discussions with Lucasfilm to write and direct a completely new film trilogy
12 set in the *Star Wars* universe. The financial benefit to Johnson – and his producing partner
13 Ram Bergman – was staggering. Surely, this was good news to both CAA and Plaintiff –
14 Johnson's co-agents – who received commissions on Johnson's earnings without regard as to
15 which agency introduced the opportunity to Johnson.

16 4. Nevertheless, in a paradigmatic example of the adage, "No good deed goes
17 unpunished," Plaintiff did not share in this good news because he was never informed of
18 Johnson's involvement in the Star Wars projects until the public announcement in June 2014 –
19 three months after Johnson purported to terminate Plaintiff "to pursue other opportunities" that
20 he did not disclose. Moreover, as recently discovered and alleged below, for nearly two years,
21 CAA engaged in a pattern of misleading and deceptive communications with Plaintiff that
22 concealed Johnson's engagement on the Star Wars Projects between June 2012 and the
23 beginning quarter of 2014 from Plaintiff, resulting in Plaintiff being hamstrung in its ability to
24 perform its contractual obligation to provide fair and unconflicted representation of Johnson
25 and further deprived of his rightful share of its commission or any packaging fee obtained by
26 CAA in connection with the *Star Wars* projects.

1 **THE PARTIES**

2 5. Plaintiff Featured Artists Agency is, and at all times herein mentioned was, a
3 California corporation, licensed with the State of California, and conducting business in the
4 County of Los Angeles. Third Party Brian Dreyfuss is the sole owner of Featured Artists
5 Agency.

6 6. Plaintiff is informed, believes, and thereon alleges that Defendant Creative
7 Artists Agency, LLC is, and at all times herein mentioned was, a Delaware limited liability
8 company doing business within the County of Los Angeles, State of California.

9 7. The true names and capacities, whether individual, corporate, associate, or
10 otherwise of the defendants named herein as Does 1 through 25, inclusive, are unknown to
11 Plaintiff, who therefore sues said defendants by such fictitious names. Plaintiff is informed,
12 believes, and thereon alleges that each of the defendants, including those designated as Doe,
13 are responsible for the events alleged herein and the damages caused thereby as a principal,
14 agent, co-conspirator or aider and abettor. Plaintiff will seek leave of this Court to amend this
15 Complaint to allege the true names and capacities of such defendants when the same have
16 been ascertained

17 8. Plaintiff is informed, believes, and thereon alleges that, at all times relevant to
18 this action, defendants were the agents, servants, partners, joint venturers, and employees of
19 each of the other defendants and in doing the acts alleged herein, were acting with the
20 knowledge and consent of each of the defendants in this action

21 **JURISDICTION AND VENUE**

22 9. The Court has personal jurisdiction over the Defendant because it is a resident of
23 and/or does business in the State of California.

24 10. Venue is proper in this County under California Code of Civil Procedure section
25 395.5 as Defendant's principal place of business is in Los Angeles County and the harmful
26 conduct alleged took place in such county. Venue is proper in this District pursuant to Los
27 Angeles County Court Rule 2.0(c).

1 **FACTS COMMON TO ALL CAUSES OF ACTION**

2 11. In 2000, Plaintiff's sole owner, Brian Dreyfuss, began working as a talent agent
3 in California, beginning with the Paul Kohner Agency ("Kohner"). Dreyfuss worked at Kohner
4 for nearly six years. While Dreyfuss was at Kohner, the agency required all of its clients to sign
5 written agreements, including the General Services Agreement (the "Kohner Agreement"),
6 which had been approved by the California Labor Commissioner. [A true and correct copy of
7 the Kohner Agreement in use at that time is attached hereto as Exhibit A].

8 12. In 2001, Dreyfuss was introduced to Rian Johnson, who at that time had no
9 credits as a writer or director. At that time, Johnson became a client of Kohner and Dreyfuss
10 and signed the Kohner Agreement.

11 13. Among the terms set forth in the Kohner Agreement, in exchange for Dreyfuss's
12 services (through his licensed agency) as Johnson's representative and agent, Johnson would
13 pay Dreyfuss's agency (at the time the Kohner Agency) an industry standard 10% commission
14 on any sums or other consideration that Johnson would receive from any and all projects to
15 which he was introduced through Dreyfuss's agency (henceforth, such projects for which
16 Johnson was obligated to pay commissions to Dreyfuss's respective agencies) are called herein
17 "Commissionable Projects"). These sums included any renewals and/or options that are
18 exercised or contracts that have been renegotiated.

19 14. In particular, the Kohner Agreement provided that termination of the agreement
20 was allowed only if Johnson failed to obtain a bona fide offer of employment from a
21 responsible employer during a period exceeding four consecutive months during which time
22 Johnson was unemployed and ready, able, and willing to accept employment. Such
23 termination would only be initiated through a written notice of termination sent to the non-
24 terminating party by registered mail.

25 15. The Kohner Agreement also provided that Johnson agreed to pay Dreyfuss's
26 licensed agency — prior to February 2006, the Kohner Agency— "a sum equal to ten percent
27 (10%) of the gross monies or other considerations as and when received by me, my heirs,
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1 executors, administrators, or assigns, or on my behalf, pursuant to or in any way pertaining to
2 any employment or contract now in existence or entered into or negotiated for during the
3 term." In addition, Johnson agreed that "Said percentage is to be paid you whether or not said
4 employment or contracts have been procured as a result of your efforts and whether or not the
5 term of said contracts or employment shall be effective or continue before during, or after the
6 term hereof."

7 16. The term for this Kohner Agreement was set for one year. As was typical in the
8 industry, if a client failed to sign a new one-year term agreement with the same contractual
9 provisions, the client and the agent would carry on as though the existing agreement was still
10 in force for another year term.

11 17. In accordance with the terms of the Kohner Agreement, the terms of which were
12 adopted by Johnson and Dreyfuss when Dreyfuss formed his own talent agency (as alleged
13 below) – Dreyfuss provided services for Johnson, including but not limited to, (i) presenting any
14 and all offers of employment to write and/or direct feature films/television series, (ii)
15 connecting Johnson's original material with third party feature film studios, television studios,
16 television networks, and/or independent film financing companies, (iii) advising Johnson on
17 career strategy with respect to choosing which third parties to collaborate with or enter into
18 agreements with, and (iv) negotiating all deals in all media on Johnson's behalf.

19 18. While represented by Dreyfuss at Kohner, Johnson successfully wrote and
20 directed his first feature film, *Brick* - in which Dreyfuss played an "instrumental" role
21 throughout the process from development to the sale of the film. In particular, Dreyfuss
22 (through the Kohner Agency) and Johnson worked at developing and subsequently securing
23 financing for *Brick*, which included Johnson rewriting the script at Dreyfuss's suggestion.
24 During this time, Ram Bergman ("Bergman") became involved in the film, advising Johnson on
25 how to raise money for the project. Johnson finished production of *Brick*, starring Joseph
26 Gordon Levitt, and the film was selected for and premiered at the 2005 Sundance Film Festival
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1 where it was nominated for the Grand Jury Prize and won a special jury prize for originality of
2 vision.

3 19. At or around the time Dreyfuss was working on behalf of Johnson in connection
4 with *Brick*, Johnson began working with Bergman in accordance with an understanding that
5 Bergman would provide producer services — and be compensated accordingly — on all
6 projects involving Johnson's writing and directing services ("Johnson-Related Production
7 Services").

8 20. In and around late January 2006, Dreyfuss formed his own agency Featured
9 Artists Agency ("FAA"). As part of that process, FAA filed an application for a talent agent
10 license with the Labor Commissioner. Johnson moved with Dreyfuss to FAA effective February
11 1, 2006. FAA received the approved license, dated March 9, 2006. Prior to FAA's receipt of this
12 license, neither Dreyfuss nor FAA performed any services as a talent agent on behalf of
13 Johnson. Because the Kohner Agreement was already approved by the Commissioner, FAA -
14 rather than require changes in the provisions of the agreements between clients that he had
15 represented while at Kohner - continued to represent existing clients in accordance with the
16 same terms that they had followed while at Kohner, without requiring them to sign a new
17 written agency agreement. FAA, however, submitted a written agency agreement to the
18 Commissioner - which was subsequently approved - that it would use in connection with its
19 new clients.

20 21. Prior to the formation of FAA, Dreyfuss and Johnson had worked for more than
21 four years within the parameters of the written general services agreement required by the
22 Kohner Agency of all artists that it represented. When Johnson left Kohner and retained FAA as
23 his representative, neither Dreyfuss nor Johnson requested or considered the addition or
24 deletion of any terms set forth in the Kohner Agreement. Rather, Dreyfuss and Johnson
25 continued to conduct their talent/agent relationship under the same terms set forth in the
26 Kohner, creating an implied agreement between them (the "FAA-Johnson Agreement"). After
27 February 2006, for eight years, FAA and Johnson conducted themselves as if the terms of
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1 Dreyfuss's services — whether under Kohner or under FAA —on behalf of Johnson had never
2 changed - other than the identity of the agency. While Johnson was represented by Dreyfuss at
3 Kohner, Johnson joined the Writers Guild of America ("WGA").

4 22. Around the time that FAA was formed, FAA became a franchised agent for the
5 WGA. As a franchised agent with the WGA, FAA is subject to Rider W with its WGA clients,
6 including Johnson. Pursuant to its terms, Rider W controls the terms of the agreement to the
7 extent that the original agreement is silent or conflicts with its terms.

8 23. Under Section 3(g)(i) of Rider W, in addition to work begun or performed while
9 the agency agreement is in effect, a commission is due where "at the time of termination" of
10 the contract, the employment or engagement is "in negotiation" and the employment or
11 engagement "is agreed to within a reasonable time thereafter." In accordance with ¶ 8(a); ¶ 7(a)-
12 (c) of Rider W, termination of an agency agreement — other than by the expiration of the
13 contractual term — cannot be accomplished unless ninety consecutive days have passed since
14 the Agent presented a bona fide offer and the Writer presented himself as available to render
15 writing services. Moreover, in accordance with ¶ 8(b) of Rider W, such termination can only be
16 effective upon service of a written notification of termination.

17 24. Johnson's career while being represented by FAA took off with the production of
18 two more feature films he wrote and directed — *Brothers Bloom* and *Looper* —and his work as
19 director of two episodes of the television series *Breaking Bad*. In December 2008, Johnson
20 reluctantly joined the Directors Guild of America ("DGA") and informed the DGA that FAA was
21 his agent. FAA did not become a franchised agent under the DGA and neither the DGA nor
22 Johnson asked that it do so. At no time did FAA or Dreyfuss conceal from Johnson that FAA
23 was not a franchised agent under the DGA.

24 25. In connection with Bergman's Johnson-Related Production Services, Bergman
25 entered into an understanding with FAA that — in addition to other producing projects not
26 related to Johnson — FAA would serve as Bergman's agent in connection with the Johnson-
27 Related Production Services. In particular, Bergman and FAA agreed, understood, and acted in
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1 accordance thereto that whatever projects and compensation that were commissionable as to
2 Johnson would also be commissionable as to Bergman (the "FAA/Bergman Agreement"). While
3 representing Bergman, FAA provided agent services to Bergman on both Bergman's Johnson-
4 Related Production Services and Bergman's projects that were undertaken independently of
5 Johnson. In accordance with the understanding between FAA and Bergman regarding
6 Johnson-Related Production Services, Bergman paid FAA the agreed upon 10% commission for
7 compensation he received for producing services in film projects that were commissionable as
8 to Johnson, including *Bloom Brothers* and *Looper*.

9 26. In June 2011, Johnson retained Defendant Creative Artists Agency, Inc. ("CAA")
10 as an additional agent to work with FAA. At that time, Johnson agreed to have both FAA and
11 CAA as his agents. Indeed, Dreyfuss invited Johnson to terminate FAA, but Johnson refused,
12 asserting that he still valued FAA as an important part of his team. Johnson and FAA came to
13 the understanding that FAA and CAA could work together to provide Johnson with the best
14 strengths of both of them. Johnson instructed FAA and CAA to work out the details on how to
15 implement this dual agent relationship. Consistent with Johnson's instructions, FAA and CAA
16 agreed that each of them would pursue all available leads for Johnson, keep each other
17 informed of such efforts, and assist each other as requested.

18 27. Johnson never instructed FAA to do anything different than what it had done
19 prior to adding CAA. Johnson neither asked nor demanded that FAA take a cut in commission.
20 Rather, Johnson agreed that he would continue to pay FAA the agreed upon 10% commission
21 under their agreement for any work that he performed regardless of whether that work
22 resulted from the specific efforts of FAA or CAA and vice-versa for CAA, which he considered
23 to be both fair and what he should do. After an initial struggle with communication, FAA kept
24 the other informed about potential projects, as well as Johnson. At that time, Plaintiff believed
25 that CAA was acting in the same manner of good faith and honesty toward FAA, a belief that
26 CAA fostered, even though it was not accurate.

1 28. Over the following two plus years, Johnson, FAA, and CAA worked together in
2 apparent conformity with this arrangement — with at least one significant exception about
3 which Dreyfuss would learn only later: projects related to the *Star Wars* universe with
4 Lucasfilm. During these years, FAA brought numerous opportunities before Johnson, including
5 meetings with Frank Marshall, Ron Howard, and Greg Silverman, and approximately 10-12
6 specific employment opportunities. During this time, Johnson claimed to FAA that he was
7 focusing all of his attention on developing an original science fiction screenplay and asserted
8 that he was unwilling to agree to opportunities from third parties.

9 29. On or about June 10, 2012, Johnson informed Plaintiff that he was going to leave
10 CAA and retain William Morris Endeavor (“WME”) as his co-agent, purportedly because a friend
11 who worked at CAA had recently left CAA for WME. Prior to Johnson’s announcement, Plaintiff
12 had no indication that Johnson was considering leaving CAA. Micah Green, one of Johnson’s
13 agents at CAA, contacted Plaintiff immediately after hearing of Johnson’s decision to leave for
14 WME and complained to him, asking how Johnson could leave CAA without even first
15 discussing it with anyone at CAA first. Green further complained that Bergman would not allow
16 anyone at CAA to contact Johnson directly to discuss the situation. Plaintiff then contacted
17 Johnson and stressed to him that leaving CAA without first meeting with its representatives
18 was an inappropriate and unprofessional way to end a relationship.

19 30. Subsequently, CAA reached out to Johnson through Bergman to arrange a
20 meeting that took place on or about June 11, 2012. Plaintiff is informed, believes, and thereon
21 alleges that at that meeting, CAA’s representatives, including Green and Bryan Lourd,
22 presented the benefits of Johnson’s continued retention of CAA. Within hours of this meeting,
23 Green sent an e-mail to Plaintiff reporting that CAA had “hit all of the points we’ve discussed”
24 and that the meeting had “at least got him thinking about the real cost of that decision [to leave
25 CAA for WME].” The e-mail concluded, “He is sleeping on it. I don’t have a great feeling but
26 we’ll see.” That same day, Green expressed appreciation to Dreyfuss for helping to enable CAA
27 to meet with Johnson and discuss Johnson’s intention to leave CAA. Dreyfuss advised Johnson
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1 to stay with CAA. Ultimately, Johnson reconsidered his decision and chose to remain with CAA
2 as his co-agent with Plaintiff.

3 31. Between June 2011 and March 2014, FAA was informed and believed that
4 Johnson had taken on only three projects: directing a third episode of *Breaking Bad* and two
5 writing jobs for Legendary Pictures: one for an untitled Guillermo del Toro project aka *Rian*
6 *Johnson-Blind Writing Commitment* and the second for the motion picture *Godzilla*. In all three
7 cases, Johnson - without objection - paid both CAA and FAA their respective commissions even
8 though each project was brought to Johnson without the active involvement of the other.

9 32. During the first three months of 2014, FAA brought four projects to Johnson: (i)
10 *Galyntine*, a pilot script for AMC Television with Ridley Scott as executive producer, (ii) a World
11 War II espionage project, (iii) a feature film opportunity with Plan B Productions adapting the
12 novel *Colorless Tsukuru Tazaki and His Years of Pilgrimage* by Haruki Murakami (the
13 "Murakami Project"), and (iv) an offer to direct two episodes of the television series *Game of*
14 *Thrones*. Johnson turned down the *Game of Thrones* opportunity saying, "There's nothing I'd
15 rather do than go off for 5 months and shoot a few GoT episodes. But it's just not something I
16 can do right now." Bergman took the unusual step of telling CAA that Bergman was passing on
17 *Galyntine* without consulting with FAA. Johnson, however, professed interest in the Murakami
18 Project and purportedly met with Jeremy Kleiner of Plan B on March 5, 2014, which had been
19 arranged by FAA. As late as March 13, 2014, FAA was working to take steps to pursue that
20 project with the apparent involvement of CAA and Johnson.

21 33. Nevertheless, only ten days after apparently working with FAA to further the
22 Murakami Project and having given no indication that he was unhappy or dissatisfied with
23 FAA's performance or services on his behalf, Johnson met with Dreyfuss for breakfast on
24 March 23, 2014, and informed him orally that he was terminating FAA as his representative
25 because he did not want to pay two commissions and because he wanted to pursue other
26 opportunities.

1 34. Plaintiff is informed, believes, and thereon alleges that, unknown to Plaintiff,
2 while Johnson's agency agreement with FAA was still in effect, at some point in the second half
3 of 2012, Johnson – with the full knowledge of CAA – had entered into an agreement to write
4 and direct the eighth installment of *Star Wars* and provide at least a treatment for the ninth
5 installment of the *Star Wars* series. Plaintiff is further informed, believes, and thereon alleges
6 that, at a later date, but still while Johnson's agency agreement with FAA was in effect,
7 Lucasfilm offered Johnson the opportunity to write and direct a new trilogy of motion pictures
8 based upon the *Star Wars* universe (the "New *Star Wars* Project") (collectively, the "*Star Wars*
9 Projects") and Johnson accepted the offer. Moreover, consistent with the business relationship
10 of Johnson and Bergman, Bergman would provide producer services for the *Star Wars* Projects.
11 During this time, however, Johnson continued to assert to Plaintiff that he was focusing his
12 attention on developing an original science fiction screenplay, while still expressing his
13 purported openness to pursue some projects, including the Murakami Project and the World
14 War II espionage project. Plaintiff is informed, believes, and thereon alleges that Johnson, CAA,
15 and Bergman knew that Johnson was already committed to the *Star Wars* Projects. Plaintiff is
16 informed, believes, and thereon alleges, however, that – as alleged in further detail below –
17 CAA, along with Johnson, and Bergman, intentionally concealed the true extent of Johnson and
18 Bergman's involvement in the *Star Wars* Projects from FAA, contrary to the working
19 arrangement adopted by FAA, CAA and Johnson in June 2011.

20 35. On the evening of June 12, 2012, within a day of Johnson's meeting with CAA's
21 representatives to discuss Johnson's desire to leave CAA as his co-agent, Garvey informed
22 Johnson by e-mail about "a time-sensitive opportunity" regarding Lucasfilm's desire to meet
23 with Johnson regarding its plans to find a filmmaker to reimagine *Star Wars*. Garvey inquired
24 into whether Johnson would be interested in this "huge undertaking" with "huge potential."
25 Less than two hours later, Bergman – on behalf of both himself and Johnson – told Garvey to
26 set up a meeting between Johnson and Kathleen Kennedy of Lucasfilm, who was also one of
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CAA's clients. Despite being Johnson's co-agent, at that time, Plaintiff was not made aware of Kennedy's interest in Johnson for any *Star Wars* project.

36. Plaintiff is informed, believes, and thereon alleges that no later than on or about June 18, 2012, Johnson met with Kennedy of Lucasfilm. Petitioner is further informed, believes, and thereon alleges that at that meeting Johnson and Kennedy discussed Lucasfilm's intention to re-imagine the *Star Wars* film franchise and inquired into Johnson's interest in becoming involved in writing and directing in that project. Petitioner is informed, believes, and thereon alleges that Johnson was Kennedy's top choice to write and direct the eighth film in the current *Star Wars* saga, which was ultimately released as "The Last Jedi" ("*Star Wars VIII*"). At that time, Plaintiff was not made aware of Kennedy's interest in Johnson for any *Star Wars* project.

37. Plaintiff is informed, believes, and thereon alleges that on or about September 25, 2012, CAA contacted the office of Alan Horn, the chairman of Walt Disney Studios to whom Kennedy as President of Lucasfilm directly reported upon the completion of The Walt Disney Company's acquisition of Lucasfilm, to arrange a meeting between Johnson and Horn to discuss plans for the *Star Wars* film franchise and Johnson's role in it. At that time, neither Johnson, Bergman, nor CAA informed FAA about this intended meeting or the purpose for that meeting. Plaintiff is informed, believes, and thereon alleges that on or about October 25, 2012, Johnson met with Horn and discussed Disney/Lucasfilm's plans for the *Star Wars* film franchise and approved Johnson's role in it. At that time, neither Johnson, Bergman, nor CAA informed FAA about this meeting or what was discussed in connection with that meeting.

38. Plaintiff is informed, believes, and thereon alleges that no later than on or about November 26, 2012, Johnson met with Kennedy for at least a third time regarding the *Star Wars* saga and Johnson's involvement in that saga. At that time, neither Johnson, Bergman, nor CAA informed FAA about this meeting or what was discussed in connection with that meeting.

1 39. Plaintiff is informed, believes, and thereon alleges that, at some point between
2 the June 18, 2012 meeting between Johnson and Kennedy and the end of 2012, Johnson and
3 Lucasfilm agreed that Johnson would write and direct *Star Wars VIII*. Plaintiff is further
4 informed, believes, and thereon alleges that Johnson began working on his writing process for
5 *Star Wars VIII* at least by late 2012 and continued working on *Star Wars VIII* throughout 2013.
6 Plaintiff is informed, believes, and thereon alleges that Johnson completed a first draft of *Star*
7 *Wars VIII* no later than July/August of 2014.

8 40. Plaintiff is informed, believes, and thereon alleges that, in or around November
9 2013, discussions were initiated between Lucasfilm and Johnson regarding Johnson assuming
10 responsibility to write and direct the New *Star Wars* Project. In particular, Plaintiff is informed,
11 believes, and thereon alleges that, by March 2014, Kennedy and Lucasfilm wanted to meet
12 with Johnson to discuss the New *Star Wars* Project, and another meeting between Johnson and
13 Kennedy was arranged for March 20, 2014. Plaintiff is further informed, believes, and thereon
14 alleges that prior to March 20, Johnson and Kennedy, with Bergman and CAA, had been in
15 continuing discussions regarding Johnson's interest in writing and directing the New *Star Wars*
16 Project. Johnson, Bergman, and CAA concealed from FAA Johnson's discussed involvement
17 regarding the New *Star Wars* Project.

18 41. Plaintiff is informed, believes, and thereon alleges that, on March 17, 2014,
19 Johnson and Bergman attended an IMAX presentation demonstrating the sound and/or visual
20 technology that the IMAX cameras offered for the shooting of one or more scenes in *Star Wars*
21 *VII* and *Star Wars VIII* (the "IMAX Presentation"). Plaintiff is informed, believes, and thereon
22 alleges that attendance at the IMAX Presentation was on an invitation-only basis and that
23 Johnson and Bergman had been invited to the IMAX Presentation because they were already
24 involved in *Star Wars VIII* and were in the process of discussing their involvement in the New
25 *Star Wars* Project. Plaintiff is further informed, believes, and thereon alleges that by the end of
26 the day of March 17, 2014, Johnson and Bergman were aware that Lucasfilm intended to offer
27 him the opportunity to write and direct the New *Star Wars* Project, which they referred to as
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1 Johnson's "franchise." Johnson, Bergman, and CAA concealed from FAA Johnson's discussed
2 involvement regarding the New *Star Wars* Project.

3 42. On March 20, 2014, Johnson met with Kennedy, as well as Kiri Hart and John
4 Swartz from Lucasfilm. Plaintiff is informed, believes, and thereon alleges that at this meeting,
5 Lucasfilm officially offered Johnson the job of writing and directing the New *Star Wars* Project.
6 Plaintiff is further informed, believes, and thereon alleges that by March 22, 2014, Johnson had
7 decided to accept the New *Star Wars* Project offer to write and direct the new trilogy.

8 43. Throughout the latter half of 2012 through June 20, 2014, Johnson, Bergman,
9 and CAA concealed Johnson's involvement with *Star Wars VIII*, *Star Wars IX*, or any other *Star*
10 *Wars* Project from FAA. Plaintiff is informed, believes, and thereon alleges that this failure to
11 disclose Johnson's actual work for Lucasfilm was intended to deprive FAA of its rightfully owed
12 commissions for under the agreement between FAA and Johnson, as well as the agreement
13 between FAA and Bergman.

14 44. In particular, CAA, through its employee John Garvey, engaged in
15 communications with Dreyfuss concerning Johnson's availability on prospective projects while
16 at the same time, withholding important facts within CAA's knowledge that materially
17 qualified the statements he made to Dreyfuss. As a result of this partial disclosure of facts, the
18 statements made by CAA were misleading and deceptive. Specifically, Plaintiff is informed,
19 believes, and thereon alleges, that CAA knew that (1) Johnson was engaged in working on the
20 *Star Wars* Projects from between June 2012 and Johnson's purported termination of FAA in
21 March 2014 and (2) Dreyfuss and FAA did not know of Johnson's involvement in the *Star Wars*
22 Projects. Plaintiff is further informed, believes, and thereon alleges, that, in addition to its
23 misleading withholding of critical information, CAA actively concealed discovery of
24 information regarding Johnson's involvement with the *Star Wars* Projects from Plaintiff.

25 45. In particular, Plaintiff is informed, believes, and thereon alleges that, on at least
26 the following occasions, CAA engaged in communications regarding Johnson's employment
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1 and availability on prospective projects that were rendered misleading by CAA's failure to
2 disclose the fact of Johnson's engagement for the *Star Wars* Projects:

3 a. On or about June 14, 2012, Dreyfuss forwarded to Garvey of CAA a
4 request from Simon Kinberg's office for contact information for Johnson. Garvey replied that
5 he would update Dreyfuss with an update after speaking with Kinberg (who was a CAA client).
6 Unbeknownst to Plaintiff, Kinberg was already working as a consultant for Lucasfilm on *Star*
7 *Wars* and Garvey had already set in motion a meeting between Johnson and Kathleen
8 Kennedy to discuss Johnson's involvement in *Star Wars*. Plaintiff is informed, believes and
9 thereon alleges that Garvey and other agents at CAA were aware of the true facts but did not
10 disclose them to Plaintiff to conceal Johnson's engagement on the *Star Wars* Projects,
11 misleading Plaintiff to believe that Johnson was not committed to the *Star Wars* Projects and
12 was open to other projects.

13 b. On or about July 10, 2012, Dreyfuss e-mailed Garvey of CAA to enquire
14 whether Johnson had met with Kinberg. Garvey responded that Johnson had not met with
15 Kinberg recently, but that the two had met in April 2012. Plaintiff is informed, believes and
16 thereon alleges that Johnson and Kinberg had met between April 1 and July 10, 2012 and that
17 the meeting was about Johnson joining the creative team for the *Star Wars* Projects. Plaintiff is
18 informed, believes and thereon alleges that Garvey and other agents at CAA were aware of the
19 true facts but asserted that no meeting had taken place other than an alleged meeting in April
20 and failed to mention that the meeting was about Johnson's involvement in the *Star Wars*
21 Projects to conceal Johnson's engagement on the *Star Wars* Projects, misleading Plaintiff to
22 believe that Johnson was not committed to the *Star Wars* Projects and was open to other
23 projects.

24 c. On or about September 11, 2012, Garvey of CAA responded to an e-mail
25 from Dreyfuss enquiring into Johnson's interest in directing a motion picture for Universal
26 based on a book entitled *Daughter of Smoke and Bone* by asserting that the project was "a
27 longshot". Plaintiff is informed, believes, and thereon alleges that Garvey and other agents at
28

1 CAA knew that Johnson was already committed to writing and directing *Star Wars VIII* and
2 was not going to consider the Universal project. Nevertheless, to conceal Johnson's
3 engagement on the *Star Wars* Projects, Garvey failed to disclose this fact, misleading Plaintiff
4 to believe that Johnson was not committed to the *Star Wars* Projects and was open to other
5 projects.

6 d. On or about September 11, 2012, in that same response Garvey of CAA
7 responded to Plaintiff's query regarding Johnson's interest in a project called *Tell No One* by
8 reminding Plaintiff that Johnson previously had met with Kathleen Kennedy regarding a
9 reimagining of *Star Wars*. Plaintiff is informed, believes, and thereon alleges that Garvey was
10 referring to the June 18, 2012, meeting between Kennedy and Johnson, as alleged in
11 Paragraph 32 of this Complaint. Plaintiff is informed, believes, and thereon alleges that
12 Garvey and other agents at CAA knew that Johnson had not merely met with Kennedy
13 regarding *Star Wars*, but he was already committed to writing and directing *Star Wars VIII*.
14 Nevertheless, to conceal Johnson's engagement on the *Star Wars* Projects, Garvey failed to
15 disclose this fact, misleading Plaintiff to believe that Johnson was not committed to the *Star*
16 *Wars* Projects and was open to other projects.

17 e. On or about September 27, 2012, Garvey of CAA sent an e-mail to
18 Plaintiff forwarding a script entitled *Glimmer* for Johnson's consideration to direct as a motion
19 picture. In this e-mail, Garvey wrote, "Let's read and check the quality...they know super long
20 shot." Plaintiff is informed, believes, and thereon alleges that – two days earlier - on or about
21 September 25, 2012, CAA contacted Alan Horn's office to arrange a meeting between Johnson
22 and Horn to discuss plans for the *Star Wars* film franchise and Johnson's role in it. At that
23 time, neither Johnson, Bergman, nor CAA informed FAA about this intended meeting or the
24 purpose for that meeting. Plaintiff is informed, believes, and thereon alleges that, at some
25 point between the June 18, 2012 meeting between Johnson and Kennedy described in ¶ 36
26 above and the end of 2012, Johnson and Lucasfilm agreed that Johnson would write and direct
27 *Star Wars VIII*. Plaintiff is informed, believes, and thereon alleges that Garvey and other
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1 agents at CAA knew that Johnson was already committed to writing and directing *Star Wars*
2 *VIII* and was not going to consider the *Glimmer* project. Nevertheless, to conceal Johnson's
3 engagement on the *Star Wars* Projects, Garvey failed to disclose this fact, misleading Plaintiff
4 to believe that Johnson was not committed to the *Star Wars* Projects and was open to other
5 projects.

6 f. On or about October 3, 2012, Garvey of CAA replied to an e-mail from
7 Plaintiff regarding meetings between Johnson and producers represented by CAA by stating
8 that Johnson on October 4, 2012 would be meeting with a CAA-represented writer and an
9 executive at New Regency. Plaintiff is informed, believes, and thereon alleges that Garvey and
10 other agents at CAA knew that Johnson was in fact scheduled to meet with someone
11 connected to *Star Wars* – specifically Kathleen Kennedy – on October 5, 2012, yet failed to
12 disclose this fact, misleading Plaintiff to believe that Johnson was not already committed to
13 the *Star Wars* Projects and was open to other projects.

14 g. On or about October 9, 2012, Garvey of CAA forwarded to Plaintiff an e-
15 mail regarding Johnson's purported consideration of writing/directing involvement in a
16 remake of the film *Charley Varrick*. In that e-mail, Garvey tells Plaintiff, "Ran this by
17 Ram...pass!" Plaintiff is informed, believes, and thereon alleges that Garvey and other agents
18 at CAA knew that Johnson was already committed to writing and directing *Star Wars VIII* and
19 was not going to consider the *Charley Varrick* project. Nevertheless, to conceal Johnson's
20 engagement on the *Star Wars* Projects, Garvey failed to disclose this fact, misleading Plaintiff
21 to believe that Johnson was not committed to the *Star Wars* Projects and was open to other
22 projects.

23 h. On or about October 18, 2012, Garvey of CAA sent an e-mail to Plaintiff
24 concerning a project called *Passengers*, in which Garvey asserted that the producer "had a
25 director" and was about to close the deal at Relativity Studios and that Johnson was a
26 preferred choice. Despite Garvey's belief that the project was a "long shot" and that he didn't
27 want Johnson to become "the reason for a deal in process to fall apart," Garvey told Plaintiff
28

1 that "if he decided they wanted to be up front with all, we would be happy to discuss."
2 Plaintiff is informed, believes, and thereon alleges that Garvey and other agents at CAA knew
3 that Johnson was already committed to writing and directing *Star Wars VIII* and was not going
4 to consider the *Passengers* project. Nevertheless, to conceal Johnson's engagement on the *Star*
5 *Wars* Projects, Garvey failed to disclose this fact, misleading Plaintiff to believe that Johnson
6 was not committed to the *Star Wars* Projects and was open to other projects.

7 i. On or about November 1, 2012, Garvey of CAA spoke on the telephone
8 with Dreyfuss of FAA. During that phone call, Garvey discussed Johnson's focus on developing
9 his own independent projects while mentioning the potential meeting between Johnson and
10 Kathleen Kennedy within the next two weeks. Plaintiff is informed, believes, and thereon
11 alleges that Garvey and other agents at CAA knew that Johnson was already committed to
12 writing and directing *Star Wars VIII*. In particular, Garvey knew that Johnson had already met
13 with Kennedy at least twice and with Alan Horn at least once, had visited Industrial Light &
14 Magic for the *Star Wars* Project, and had begun creative work on the *Star Wars* Project.
15 Nevertheless, to conceal Johnson's engagement on the *Star Wars* Projects, Garvey failed to
16 disclose these facts, misleading Plaintiff to believe that Johnson was not committed to the *Star*
17 *Wars* Projects and was open to other projects, although focused on his own independent
18 work.

19 j. On November 27 and 29, 2012, Garvey of CAA informed Dreyfuss that
20 CAA had made an initial proposal of \$200,000 to Legendary Entertainment for Johnson to
21 work on a project identified as the "Del Toro Project." Garvey further told Dreyfuss that CAA
22 was waiting for a counter offer from Legendary and that Johnson would begin work on the
23 project in January 2013. Plaintiff is informed, believes, and thereon alleges that Garvey and
24 other agents at CAA knew that Johnson was already committed to writing and directing *Star*
25 *Wars VIII* at this time. Nevertheless, to conceal Johnson's engagement on the *Star Wars*
26 Projects, Garvey failed to disclose this fact, misleading Plaintiff to believe that Johnson was
27 not committed to the *Star Wars* Projects and was open to other projects.
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1 k. On or about January 5, 2013, Garvey of CAA responded to an e-mail from
2 Plaintiff regarding CAA client Frank Marshall reaching out regarding Johnson's interest and
3 availability to work on the *Jurassic Park* reboot by sending an e-mail to Plaintiff and Johnson,
4 saying "JP4 could be amazing if it is in fact your vision! Would be curious if this is
5 conceptually something you might be interested in? If so we could work to position
6 accordingly ..." Plaintiff is informed, believes, and thereon alleges that Garvey and other
7 agents at CAA knew that *Jurassic Park 4* already had a director and writer in place and that
8 Johnson was already committed to writing and directing *Star Wars VIII* and was not going to
9 consider the *Jurassic Park 4* project. Nevertheless, to conceal Johnson's engagement on the
10 *Star Wars* Projects, Garvey failed to disclose these facts, misleading Plaintiff to believe that
11 Johnson was not committed to the *Star Wars* Projects and was open to other projects.

12 l. On or about February 7, 2013, Garvey of CAA forwarded to Plaintiff an e-
13 mail from another CAA agent, inquiring about Johnson's interest in a feature film version of
14 one of the episodes from the television series *Black Mirror*, in which Domhnall Gleason was a
15 co-star, to which Garvey added the message, "... not sure that this one will spark,..." Plaintiff
16 is informed, believes, and thereon alleges that Garvey and other agents at CAA knew that
17 Johnson was already committed to writing and directing *Star Wars VIII* and was not going to
18 consider the *Black Mirror* project. Nevertheless, to conceal Johnson's engagement on the *Star*
19 *Wars* Projects, Garvey failed to disclose this fact, misleading Plaintiff to believe that Johnson
20 was not committed to the *Star Wars* Projects and was open to other projects.

21 m. On November 21, 2013, Garvey of CAA informed Dreyfuss over the
22 telephone that Johnson would be receiving \$200,000 for the first week (along with an optional
23 additional week for \$200,000) from Legendary Entertainment for Johnson to work on the
24 motion picture *Godzilla*. Plaintiff is informed, believes, and thereon alleges that Garvey and
25 other agents at CAA knew that Johnson was already committed to writing and directing *Star*
26 *Wars VIII* at this time, and was discussing his involvement in the New *Star Wars* Project with
27 Lucasfilm. Nevertheless, to conceal Johnson's engagement on the *Star Wars* Projects, Garvey
28

1 failed to disclose this fact, misleading Plaintiff to believe that Johnson was not committed to
2 the *Star Wars* Projects and was open to other projects.

3 n. On or about February 24, 2014, in response to Plaintiff's e-mail update
4 concerning the status of the Murakami Project, Garvey sent an e-mail to Plaintiff in which he
5 replied, "Love Murakami," and implying that Johnson was considering this project. Other CAA
6 agents, including Bryan Lourd, sent e-mails and engaged in conduct that furthered this
7 illusion. Plaintiff is informed, believes, and thereon alleges that Garvey and other agents at
8 CAA knew that Johnson was already committed to writing and directing *Star Wars VIII* and
9 the New *Star Wars* Projects and was not going to consider the Murakami Project.

10 Nevertheless, to conceal Johnson's engagement on the *Star Wars* Projects, including *Star Wars*
11 *VIII*, *Star Wars IX*, and the New *Star Wars Project*, Garvey and other agents at CAA failed to
12 disclose these facts, misleading Plaintiff to believe that Johnson was not committed to the *Star*
13 *Wars* Projects and was open to other projects.

14 o. On or about March 5, 2014, in response to Plaintiff's e-mail update
15 concerning Johnson's lunch meeting with Plan B regarding the Murakami Project, Garvey sent
16 an e-mail to Plaintiff in which he replied "awesome," implying that Johnson was considering
17 this project. Similarly, on or about March 12, 2014, Lourd of CAA e-mailed the response,
18 "Great" in connection with Johnson writing a personal letter to Murakami in furtherance of the
19 Murakami Project. Plaintiff is informed, believes, and thereon alleges that Garvey, Lourd, and
20 other agents at CAA knew that Johnson was already committed to writing and directing *Star*
21 *Wars VIII* and the New *Star Wars Project* and was not going to consider the Murakami Project.
22 Nevertheless, to conceal Johnson's engagement on the *Star Wars* Projects, including *Star Wars*
23 *VIII*, *Star Wars IX*, and the New *Star Wars Project*, Garvey, Lourd, and other agents at CAA
24 failed to disclose these facts, misleading Plaintiff to believe that Johnson was not committed to
25 the *Star Wars* Projects and was open to other projects.

26 46. Plaintiff is informed, believes, and thereon alleges that, on March 23, 2014,
27 when purportedly terminated FAA as his agent, and in large part due to CAA's misleading and
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1 deceptive conduct, Plaintiff did not know that Johnson had already agreed with Lucasfilm to
2 write and direct the *Star Wars* Projects and had indeed been working on the *Star Wars VIII*
3 project for more than a year prior to the purported termination of FAA and had already agreed
4 to write and direct the New *Star Wars* Project prior to their breakfast meeting.

5 47. As a result of CAA's conduct, at the time of Johnson's purported – but ineffective
6 - termination of the agreement with FAA, Plaintiff was unaware that he had a right to
7 compensation in connection with the *Star Wars* Projects and thus did not identify *Star Wars*
8 *VIII*, *Star Wars IX*, or the New *Star Wars* Project as commissionable projects for which Johnson
9 owed him commissions. Plaintiff has not been paid any compensation owed to him in
10 connection with the *Star Wars* Projects.

11 48. Plaintiff is additionally informed, believes and thereon alleges that Johnson was
12 secretly offered and retained to write and direct the New *Star Wars* Project at or around the
13 same time as CAA became the exclusive agency representing Johnson after the termination of
14 Johnson's long-time representative. Furthermore, Plaintiff is additionally informed, believes
15 and thereon alleges that CAA determined that FAA should be eliminated from representing
16 Johnson before entering into any agreement with Lucasfilm related to the New *Star Wars*
17 Project. Plaintiff is informed, believe and thereon allege that CAA uses its power and control in
18 the entertainment industry to create packaging deals that generate more revenue for CAA than
19 the typical commission obtained through contracts for individual clients for its own benefit and
20 occasionally at the expense of the financial interests of its individual clients.

21 49. Plaintiff is informed, believes, and thereon alleges that talent agencies – like CAA
22 – can command packaging fees for motion picture projects in the form of a negotiated amount of
23 money paid up front and/or a percentage of the total budget for the film and/or a percentage of the
24 ultimate revenues or gross profit earned by that film if they control one or more of the following:

- 25 • the sale of the film domestically via the agency's sales arm;
- 26 • the actor(s) that triggers sufficient financing;
- 27 • the writer/director of the film;
- 28

- the underlying intellectual property or script;
- the financing of the project from an entity owned partly/entirely/introduced to the film producers by the agency.

The particular make up and amount of the packaging fees are subject to negotiation between the agency and the studio making the film.

50. Plaintiff does not have the industry wide power and control to create packaging deals involving its clients and focuses on obtaining the most beneficial results for its clients without concern for any impact on its ability to generate a packaging fee. Nevertheless, in certain situations, FAA has represented clients who were involved in projects that involved packaging deals brokered by other agencies. In those situations, FAA negotiated with the other agency for a reasonable share of the packaging fee, commensurate with the benefit brought to the project by FAA's client.

51. Plaintiff is informed, believe and thereon alleges that CAA's desire and motivation to eliminate FAA's involvement in Johnson's career was motivated by its desire to enhance its reputation, power, and control in the entertainment industry and thereby serve its own financial interests by eliminating anyone with an independent mindset focused solely on the interests of Johnson. In particular, FAA provided a needed counter-balance to protect Johnson from the potential self-dealing of CAA resulting from the conflict of interest in connection with Johnson's negotiation with Lucasfilm concerning his involvement with the *Star Wars* Projects. Unlike CAA, FAA did not represent Kennedy or anyone else at Lucasfilm and could represent Johnson to the full extent possible without concern over any impact on its other clients. Plaintiff is informed, believes and thereon alleges that CAA used its extensive control and power in the entertainment industry – in particular its relationship with Lucasfilm through its representation of Kennedy, Abrams, Lawrence Kasdan, Simon Kinberg, and Steven Spielberg - to convince Johnson to rid himself of FAA before formally agreeing to pursue the New *Star Wars* Project opportunity with Lucasfilm. At the time of FAA's termination, Plaintiff did not know or have any indication that Johnson had already been offered employment to

1 write and direct *Star Wars VIII*, *Star Wars IX*, or the New *Star Wars* Project or that Johnson had
2 in fact already begun work on *Star Wars VIII*.

3 52. On or about June 20, 2014, public news agencies reported for the first time that
4 Johnson would be writing and directing *Star Wars VIII*. Through these news reports, Dreyfuss
5 discovered for the first time that Johnson had been signed to write and direct in connection
6 with the *Star Wars* movies. After struggling with whether to pursue legal action against
7 someone whom he had long considered a friend, Dreyfuss finally decided to retain litigation
8 counsel who filed a legal action against Johnson and Bergman in Los Angeles County Superior
9 Court. Johnson then filed a petition with Labor Commissioner alleging violations of the Talent
10 Agency Act and seeking declaratory relief on FAA's breach of contract claim against Johnson.
11 and the Superior Court stayed the action while Johnson's petition was heard. The Labor
12 Commissioner hearing took place on May 8 through 9, 2017, with briefing concluded in August
13 2017. As of the date of the filing of this complaint, no ruling has yet been issued. Documents
14 produced by Johnson and CAA in connection with this hearing revealed actions taken by CAA,
15 Johnson, and Bergman of which Plaintiff was unaware prior to the production of documents in
16 conjunction with the hearing in May 2017. These newly produced documents evidenced the
17 wrongful conduct alleged herein. Plaintiff has been unable to amend the legal action against
18 Johnson and Bergman while the action is stayed.

19 53. Subsequent to the Labor Commission hearing, Plaintiff became informed of the
20 timeline for Johnson's work on *Star Wars VIII*, through both documents produced in
21 connection with that hearing, as well as through various publications and interviews
22 published after May 2017. In addition, the public announcement that Johnson would be in
23 charge of the new *Star Wars* Project was not made until November 9, 2017, at which time,
24 Plaintiff first became aware that CAA's wrongful conduct had caused him to lose commissions
25 owed by Johnson and Bergman arising from their work on the New *Star Wars* Project.

26 54. As a result of CAA's duplicitous behavior, Plaintiff has not been paid any
27 commissions deriving from the employment of Johnson or Bergman on *Star Wars VIII*, *Star*
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1 *Wars IX*, or the New *Star Wars* Project, even though such commissions are due under FAA's
2 agency agreements with Johnson and Bergman. Nor has Plaintiff been paid its fair portion of
3 the packaging fee paid to CAA in connection with the *Star Wars* Projects involving its clients,
4 Rian Johnson and Ram Bergman.

5 **FIRST CAUSE OF ACTION**

6 ***(Fraud against CAA)***

7 55. Plaintiff realleges and incorporates by reference each and every allegation
8 contained in Paragraphs 1 to 54 as though fully set forth herein.

9 56. Beginning in June 2011 and continuing through all relevant time periods hereto,
10 Plaintiff and CAA were co-agents in representing Johnson. In particular, from June 2011, FAA,
11 CAA, and Johnson had agreed that both FAA and CAA would work for Johnson to acquire
12 employment opportunities for him in the television and motion picture industry. Under this
13 working agreement, FAA and CAA agreed to keep each other informed of Johnson-related
14 projects-in-process and to assist each other if needed. As part of the arrangement – as
15 evidence by years of practice by FAA, CAA, and Johnson – Johnson agreed to pay a 10%
16 commission to both FAA and CAA regardless of whose effort caused the acquisition of the
17 employment.

18 57. Since beginning his involvement with Johnson's career in the development of
19 *Brick*, Ram Bergman has been Johnson's production partner who split revenue received by
20 either Johnson or Bergman with the other. Plaintiff is informed, believes, and thereon alleges
21 that Johnson and Bergman's revenue splits ran between an even 50/50 division to 62/38 splits.
22 As a result of Bergman and Johnson's consistent practice, Plaintiff commissioned Johnson and
23 Bergman as a single unit, earning his standard 10% commission based on the total revenue
24 received by Johnson and Bergman, regardless of the actual revenue split agreed upon by
25 Johnson and Bergman.

26 58. Plaintiff is informed, believes, and thereon alleges that, at some point between
27 the June 18, 2012 meeting between Johnson and Kathleen Kennedy discussing the "re-
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1 imagining of *Star Wars*" and the end of 2012, Johnson and Lucasfilm agreed that Johnson
2 would write and direct *Star Wars VIII*. Plaintiff is further informed, believes, and thereon
3 alleges that Johnson began working on his writing process for *Star Wars VIII* at least by late
4 2012 and continued working on *Star Wars VIII* throughout 2013. Plaintiff is informed, believes,
5 and thereon alleges that Johnson completed the first draft of *Star Wars VIII* no later than
6 July/August of 2014.

7 59. Plaintiff is informed, believes, and thereon alleges that, consistent with the long-
8 term practice of Johnson and Bergman, Bergman agreed to be one of the producers of the *Star*
9 *Wars VIII* project at the same time that Johnson began his involvement on the project and
10 would be compensated for his involvement.

11 60. Plaintiff is informed, believes, and thereon alleges that, in or around November
12 2013, discussions were initiated between Lucasfilm and Johnson regarding Johnson assuming
13 responsibility to write and direct a new trilogy of films based in the *Star Wars* universe (the
14 "New *Star Wars* Project"). In particular, Plaintiff is informed, believes, and thereon alleges that,
15 by March 2014, Kennedy and Lucasfilm wanted to meet with Johnson and another meeting
16 between Johnson and Kennedy was arranged for March 20, 2014. Plaintiff is further informed,
17 believes, and thereon alleges that prior to March 20, Johnson and Kennedy, with Bergman and
18 CAA, had been in continuing discussions regarding Johnson's interest in writing and directing
19 the New *Star Wars* Project. Plaintiff is further informed, believes, and thereon alleges that,
20 prior to March 23, 2014, Johnson had been offered the opportunity to write and direct the New
21 *Star Wars* Project and had accepted that opportunity.

22 61. Plaintiff is informed, believes, and thereon alleges that, consistent with the long-
23 term practice of Johnson and Bergman and acknowledged by Lucasfilm and CAA, Bergman
24 would become one of the producers of the New *Star Wars* Project once Johnson agreed to write
25 and direct the New *Star Wars* Project and would be compensated for his involvement.

26 62. Plaintiff did not know that Lucasfilm had offered Johnson employment as a
27 writer and director for *Star Wars VIII*, *Star Wars IX*, or the New *Star Wars* Project. CAA was
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1 fully aware that Plaintiff did not know about Johnson's employment for any of the *Star Wars*
2 projects.

3 63. Since June 2012, CAA has engaged in a pattern of deceptive and misleading
4 conduct designed to keep Plaintiff from discovering that Johnson was in discussions with
5 Lucasfilm – and ultimately entered into an agreement – to work on the *Star Wars* Projects as a
6 writer and director and that Bergman was in discussions and ultimately agreed with Lucasfilm
7 to work on the *Star Wars* Projects as a producer. In particular, CAA through its employee John
8 Garvey, engaged in a pattern of communications with Dreyfuss concerning Johnson's
9 availability on prospective projects while withholding facts within CAA's knowledge that
10 materially qualified the statements made to Dreyfuss, so that the statements made by CAA
11 were misleading and deceptive. Plaintiff did not discover the misleading and deceptive nature
12 of CAA's communication until after the Labor Commission Hearing in May 2017 and the
13 publication of interviews and books regarding the making of *Star Wars VII* and *VIII* after that
14 date.

15 64. In particular, Plaintiff is informed, believes, and thereon alleges that, on at least
16 the following occasions, CAA engaged in communications regarding Johnson's employment
17 and availability on prospective projects that were rendered misleading by CAA's failure to
18 disclose the fact of Johnson's engagement for the *Star Wars* Projects:

19 a. On or about June 14, 2012, Dreyfuss forwarded to Garvey of CAA a
20 request from Simon Kinberg's office for contact information for Johnson. Garvey replied that
21 he would update Dreyfuss with an update after speaking with Kinberg (who was a CAA client).
22 Unbeknownst to Plaintiff, Kinberg was already working as a consultant for Lucasfilm on *Star*
23 *Wars* and Garvey had already set in motion a meeting between Johnson and Kathleen
24 Kennedy to discuss Johnson's involvement in *Star Wars*. Plaintiff is informed, believes and
25 thereon alleges that Garvey and other agents at CAA were aware of the true facts but did not
26 disclose them to Plaintiff to conceal Johnson's engagement on the *Star Wars* Projects,
27
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1 misleading Plaintiff to believe that Johnson was not committed to the *Star Wars* Projects and
2 was open to other projects.

3 b. On or about July 10, 2012, Dreyfuss e-mailed Garvey of CAA to enquire
4 whether Johnson had met with Kinberg. Garvey responded that Johnson had not met with
5 Kinberg recently, but that the two had met in April 2012. Plaintiff is informed, believes and
6 thereon alleges that Johnson and Kinberg had met between April 1 and July 10, 2012 and that
7 the meeting was about Johnson joining the creative team for the *Star Wars* Projects. Plaintiff is
8 informed, believes and thereon alleges that Garvey and other agents at CAA were aware of the
9 true facts but asserted that no meeting had taken place other than an alleged meeting in April
10 and failed to mention that the meeting was about Johnson's involvement in the *Star Wars*
11 Projects to conceal Johnson's engagement on the *Star Wars* Projects, misleading Plaintiff to
12 believe that Johnson was not committed to the *Star Wars* Projects and was open to other
13 projects.

14 c. On or about September 11, 2012, Garvey of CAA responded to an e-mail
15 from Dreyfuss enquiring into Johnson's interest in directing a motion picture for Universal
16 based on a book entitled *Daughter of Smoke and Bone* by asserting that the project was "a
17 longshot". Plaintiff is informed, believes, and thereon alleges that Garvey and other agents at
18 CAA knew that Johnson was already committed to writing and directing *Star Wars VIII* and
19 was not going to consider the Universal project. Nevertheless, to conceal Johnson's
20 engagement on the *Star Wars* Projects, Garvey failed to disclose this fact, misleading Plaintiff
21 to believe that Johnson was not committed to the *Star Wars* Projects and was open to other
22 projects.

23 d. On or about September 11, 2012, in that same response Garvey of CAA
24 responded to Plaintiff's query regarding Johnson's interest in a project called *Tell No One* by
25 reminding Plaintiff that Johnson previously had met with Kathleen Kennedy regarding a
26 reimagining of *Star Wars*. Plaintiff is informed, believes, and thereon alleges that Garvey was
27 referring to the June 18, 2012, meeting between Kennedy and Johnson, as alleged in
28

1 Paragraph 32 of this Complaint. Plaintiff is informed, believes, and thereon alleges that
2 Garvey and other agents at CAA knew that Johnson had not merely met with Kennedy
3 regarding *Star Wars*, but he was already committed to writing and directing *Star Wars VIII*.
4 Nevertheless, to conceal Johnson's engagement on the *Star Wars* Projects, Garvey failed to
5 disclose this fact, misleading Plaintiff to believe that Johnson was not committed to the *Star*
6 *Wars* Projects and was open to other projects.

7 e. On or about September 27, 2012, Garvey of CAA sent an e-mail to
8 Plaintiff forwarding a script entitled *Glimmer* for Johnson's consideration to direct as a motion
9 picture. In this e-mail, Garvey wrote, "Let's read and check the quality...they know super long
10 shot." Plaintiff is informed, believes, and thereon alleges that – two days earlier - on or about
11 September 25, 2012, CAA contacted Alan Horn's office to arrange a meeting between Johnson
12 and Horn to discuss plans for the *Star Wars* film franchise and Johnson's role in it. At that
13 time, neither Johnson, Bergman, nor CAA informed FAA about this intended meeting or the
14 purpose for that meeting. Plaintiff is informed, believes, and thereon alleges that, at some
15 point between the June 18, 2012 meeting between Johnson and Kennedy described in ¶ 36
16 above and the end of 2012, Johnson and Lucasfilm agreed that Johnson would write and direct
17 *Star Wars VIII*. Plaintiff is informed, believes, and thereon alleges that Garvey and other
18 agents at CAA knew that Johnson was already committed to writing and directing *Star Wars*
19 *VIII* and was not going to consider the *Glimmer* project. Nevertheless, to conceal Johnson's
20 engagement on the *Star Wars* Projects, Garvey failed to disclose this fact, misleading Plaintiff
21 to believe that Johnson was not committed to the *Star Wars* Projects and was open to other
22 projects.

23 f. On or about October 3, 2012, Garvey of CAA replied to an e-mail from
24 Plaintiff regarding meetings between Johnson and producers represented by CAA by stating
25 that Johnson on October 4, 2012 would be meeting with a CAA-represented writer and an
26 executive at New Regency. Plaintiff is informed, believes, and thereon alleges that Garvey and
27 other agents at CAA knew that Johnson was in fact scheduled to meet with someone
28

1 connected to *Star Wars* – specifically Kathleen Kennedy – on October 5, 2012, yet failed to
2 disclose this fact, misleading Plaintiff to believe that Johnson was not already committed to
3 the *Star Wars* Projects and was open to other projects.

4 g. On or about October 9, 2012, Garvey of CAA forwarded to Plaintiff an e-
5 mail regarding Johnson's purported consideration of writing/directing involvement in a
6 remake of the film *Charley Varrick*. In that e-mail, Garvey tells Plaintiff, "Ran this by
7 Ram...pass!" Plaintiff is informed, believes, and thereon alleges that Garvey and other agents
8 at CAA knew that Johnson was already committed to writing and directing *Star Wars VIII* and
9 was not going to consider the *Charley Varrick* project. Nevertheless, to conceal Johnson's
10 engagement on the *Star Wars* Projects, Garvey failed to disclose this fact, misleading Plaintiff
11 to believe that Johnson was not committed to the *Star Wars* Projects and was open to other
12 projects.

13 h. On or about October 18, 2012, Garvey of CAA sent an e-mail to Plaintiff
14 concerning a project called *Passengers*, in which Garvey asserted that the producer "had a
15 director" and was about to close the deal at Relativity Studios and that Johnson was a
16 preferred choice. Despite Garvey's belief that the project was a "long shot" and that he didn't
17 want Johnson to become "the reason for a deal in process to fall apart," Garvey told Plaintiff
18 that "if he decided they wanted to be up front with all, we would be happy to discuss."
19 Plaintiff is informed, believes, and thereon alleges that Garvey and other agents at CAA knew
20 that Johnson was already committed to writing and directing *Star Wars VIII* and was not going
21 to consider the *Passengers* project. Nevertheless, to conceal Johnson's engagement on the *Star*
22 *Wars* Projects, Garvey failed to disclose this fact, misleading Plaintiff to believe that Johnson
23 was not committed to the *Star Wars* Projects and was open to other projects.

24 i. On or about November 1, 2012, Garvey of CAA spoke on the telephone
25 with Dreyfuss of FAA. During that phone call, Garvey discussed Johnson's focus on developing
26 his own independent projects while mentioning the potential meeting between Johnson and
27 Kathleen Kennedy within the next two weeks. Plaintiff is informed, believes, and thereon
28

1 alleges that Garvey and other agents at CAA knew that Johnson was already committed to
2 writing and directing *Star Wars VIII*. In particular, Garvey knew that Johnson had already met
3 with Kennedy at least twice and with Alan Horn at least once, had visited Industrial Light &
4 Magic for the *Star Wars* Project, and had begun creative work on the *Star Wars* Project.
5 Nevertheless, to conceal Johnson's engagement on the *Star Wars* Projects, Garvey failed to
6 disclose these facts, misleading Plaintiff to believe that Johnson was not committed to the *Star*
7 *Wars* Projects and was open to other projects, although focused on his own independent
8 work.

9 j. On November 27 and 29, 2012, Garvey of CAA informed Dreyfuss that
10 CAA had made an initial proposal of \$200,000 to Legendary Entertainment for Johnson to
11 work on a project identified as the "Del Toro Project." Garvey further told Dreyfuss that CAA
12 was waiting for a counter offer from Legendary and that Johnson would begin work on the
13 project in January 2013. Plaintiff is informed, believes, and thereon alleges that Garvey and
14 other agents at CAA knew that Johnson was already committed to writing and directing *Star*
15 *Wars VIII* at this time. Nevertheless, to conceal Johnson's engagement on the *Star Wars*
16 Projects, Garvey failed to disclose this fact, misleading Plaintiff to believe that Johnson was
17 not committed to the *Star Wars* Projects and was open to other projects.

18 k. On or about January 5, 2013, Garvey of CAA responded to an e-mail from
19 Plaintiff regarding CAA client Frank Marshall reaching out regarding Johnson's interest and
20 availability to work on the *Jurassic Park* reboot by sending an e-mail to Plaintiff and Johnson,
21 saying "JP4 could be amazing if it is in fact your vision! Would be curious if this is
22 conceptually something you might be interested in? If so we could work to position
23 accordingly ..." Plaintiff is informed, believes, and thereon alleges that Garvey and other
24 agents at CAA knew that *Jurassic Park 4* already had a director and writer in place and that
25 Johnson was already committed to writing and directing *Star Wars VIII* and was not going to
26 consider the *Jurassic Park 4* project. Nevertheless, to conceal Johnson's engagement on the
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1 *Star Wars* Projects, Garvey failed to disclose these facts, misleading Plaintiff to believe that
2 Johnson was not committed to the *Star Wars* Projects and was open to other projects.

3 1. On or about February 7, 2013, Garvey of CAA forwarded to Plaintiff an e-
4 mail from another CAA agent, inquiring about Johnson's interest in a feature film version of
5 one of the episodes from the television series *Black Mirror*, in which Domhnall Gleason was a
6 co-star, to which Garvey added the message, "... not sure that this one will spark,..." Plaintiff
7 is informed, believes, and thereon alleges that Garvey and other agents at CAA knew that
8 Johnson was already committed to writing and directing *Star Wars VIII* and was not going to
9 consider the *Black Mirror* project. Nevertheless, to conceal Johnson's engagement on the *Star*
10 *Wars* Projects, Garvey failed to disclose this fact, misleading Plaintiff to believe that Johnson
11 was not committed to the *Star Wars* Projects and was open to other projects.

12 m. On November 21, 2013, Garvey of CAA informed Dreyfuss over the
13 telephone that Johnson would be receiving \$200,000 for the first week (along with an optional
14 additional week for \$200,000) from Legendary Entertainment for Johnson to work on the
15 motion picture *Godzilla*. Plaintiff is informed, believes, and thereon alleges that Garvey and
16 other agents at CAA knew that Johnson was already committed to writing and directing *Star*
17 *Wars VIII* at this time, and was discussing his involvement in the New *Star Wars* Project with
18 Lucasfilm. Nevertheless, to conceal Johnson's engagement on the *Star Wars* Projects, Garvey
19 failed to disclose this fact, misleading Plaintiff to believe that Johnson was not committed to
20 the *Star Wars* Projects and was open to other projects.

21 n. On or about February 24, 2014, in response to Plaintiff's e-mail update
22 concerning the status of the Murakami Project, Garvey sent an e-mail to Plaintiff in which he
23 replied, "Love Murakami," and implying that Johnson was considering this project. Other CAA
24 agents, including Bryan Lourd, sent e-mails and engaged in conduct that furthered this
25 illusion. Plaintiff is informed, believes, and thereon alleges that Garvey and other agents at
26 CAA knew that Johnson was already committed to writing and directing *Star Wars VIII* and
27 the New *Star Wars* Projects and was not going to consider the Murakami Project.

1 Nevertheless, to conceal Johnson's engagement on the *Star Wars* Projects, including *Star Wars*
2 *VIII*, *Star Wars IX*, and the *New Star Wars Project*, Garvey and other agents at CAA failed to
3 disclose these facts, misleading Plaintiff to believe that Johnson was not committed to the *Star*
4 *Wars* Projects and was open to other projects.

5 o. On or about March 5, 2014, in response to Plaintiff's e-mail update
6 concerning Johnson's lunch meeting with Plan B regarding the Murakami Project, Garvey sent
7 an e-mail to Plaintiff in which he replied "awesome," implying that Johnson was considering
8 this project. Similarly, on or about March 12, 2014, Lourde of CAA e-mailed the response,
9 "Great" in connection with Johnson writing a personal letter to Murakami in furtherance of the
10 Murakami Project. Plaintiff is informed, believes, and thereon alleges that Garvey, Lourde, and
11 other agents at CAA knew that Johnson was already committed to writing and directing *Star*
12 *Wars VIII* and the *New Star Wars Project* and was not going to consider the Murakami Project.
13 Nevertheless, to conceal Johnson's engagement on the *Star Wars* Projects, including *Star Wars*
14 *VIII*, *Star Wars IX*, and the *New Star Wars Project*, Garvey, Lourde, and other agents at CAA
15 failed to disclose these facts, misleading Plaintiff to believe that Johnson was not committed to
16 the *Star Wars* Projects and was open to other projects.

17 65. By failing to disclose that Lucasfilm had offered Johnson employment as a writer
18 and director for the *Star Wars* Projects, CAA intended to deceive Plaintiff.

19 66. Had this information been provided to Plaintiff, Plaintiff would have behaved
20 differently. In particular, as any reasonable agent in its position, Plaintiff would have listed all
21 the *Star Wars* Projects as a Commissionable Project under the terms of Plaintiff's agreement
22 with Johnson and insisted that it receive a commission in accordance with its agreement with
23 Johnson. Instead, based upon his reliance on CAA's incomplete and misleading statements,
24 between July 2012 and March 23, 2014, Plaintiff did not list any of the *Star Wars* Projects as a
25 Commissionable Project nor did it seek payment of commissions to which it was entitled in
26 accordance with its agreement with Johnson. Plaintiff's reliance was reasonable as any
27 reasonable agent in its position would have believed CAA's representations, in particular
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1 because CAA and Plaintiff, having been instructed by Johnson to work together to advance his
2 interests, had agreed to work separately to pursue opportunities for Johnson, to keep each
3 other informed of all opportunities for and employment of Johnson, and to assist each other in
4 good faith as requested.

5 67. In addition, Plaintiff is informed, believes, and thereon alleges that CAA, as the
6 agent for a significant portion of the talent connected with the *Star Wars* Projects received
7 percentage of gross proceeds as a "packaging fee." The amount of that packaging fee will be
8 determined at trial. As the co-agent for the writer and director, as well as one of the producers,
9 Plaintiff would have been entitled to a fair and reasonable percentage of that packaging fee, in
10 an amount to be determined at trial.

11 68. As a result of CAA's wrongful conduct, Plaintiff was thereby harmed.

12 69. CAA's misleading and deceptive statements and failure to disclose the true
13 extent of Johnson's involvement in the *Star Wars* Projects was a substantial factor in causing
14 Plaintiff to suffer damages in an amount in excess of the minimum jurisdictional limits of this
15 Court, according to proof at trial.

16 70. The amount of damages suffered by Plaintiff as a result of Defendant's wrongful
17 conduct can only be accurately determined by an accounting of the packaging fees obtained by
18 CAA for the *Star Wars* Projects and of the money obtained by the mutual clients of Plaintiff and
19 Defendant – Johnson and Bergman – for their employment on the *Star Wars* Projects. Plaintiff
20 is informed, believes, and thereon alleges that the information necessary to discover the
21 amount of money lost by Plaintiff as a result of CAA's wrongful conduct can only be
22 determined by an accounting of the fees and payments made that are contingent upon box
23 office performance and profits received by Lucasfilm and/or Disney from the *Star Wars*
24 Projects.

25 71. As a result of CAA's wrongful conduct, CAA obtained a financial benefit that it
26 would not have obtained otherwise. For CAA to retain that financial benefit - the amount of
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1 which will be determined according to proof at trial - would be unreasonable, unjust, and
2 unfair.

3 72. CAA's fraudulent conduct was intended to cause injury to Plaintiff and was
4 carried out with willful or callous disregard for the rights of Plaintiff, thereby entitling Plaintiff
5 to an award of punitive damages under Section 3294 of the California Civil Code.

6 **SECOND CAUSE OF ACTION**

7 ***(Intentional Interference with Contractual Relationship against CAA)***

8 73. Plaintiff realleges and incorporates by reference each and every allegation
9 contained in Paragraphs 1 to 54 as though fully set forth herein.

10 74. From February 2006 through at least March 23, 2014, an agency relationship
11 existed between Plaintiff and Johnson. In particular, after February 2006, Plaintiff and Johnson
12 conducted their talent-agent relationship under the terms of the implied in fact agency
13 agreement, which adopted the express written terms set forth in the Kohner Agreement, as
14 alleged above, whereby the conduct of both FAA and Johnson demonstrated and confirmed
15 that FAA - through the efforts of Dreyfuss - would continue to represent Johnson in accordance
16 with the terms of the Kohner Agreement and that Johnson would continue to pay FAA an
17 industry standard 10% commission on any sums (including renewals and options that are
18 exercised or contracts that have been renegotiated) or other consideration that Johnson
19 received with respect to all commissionable projects, including but not limited to the *Star Wars*
20 Projects. Plaintiff and Johnson entered into this agreement without the involvement of CAA. In
21 particular, CAA was not Johnson's agent in connection with Johnson's relationship with FAA
22 and had no involvement in the negotiation of the FAA/Johnson Agreement.

23 75. In addition to the FAA/Johnson Agreement, in connection with Bergman's
24 Johnson-Related Production Services, Bergman entered into an understanding with FAA that —
25 in addition to other producing projects not related to Johnson — FAA would serve as Bergman's
26 agent in connection with the Johnson-Related Production Services. In particular, Bergman and
27 FAA agreed, understood, and acted in accordance thereto that whatever projects and
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1 compensation that were commissionable as to Johnson would also be commissionable as to
2 Bergman (the "FAA/Bergman Agreement"). While representing Bergman, FAA provided agent
3 services to Bergman on both Bergman's Johnson-Related Production Services and Bergman's
4 projects that were undertaken independently of Johnson. In accordance with the
5 understanding between FAA and Bergman regarding Johnson-Related Production Services,
6 Bergman paid FAA the agreed upon 10% commission for compensation he received for
7 producing services in film projects that were commissionable as to Johnson.

8 76. The FAA/Johnson Agreement and the FAA/Bergman Agreement imposed on
9 Johnson, Bergman, and FAA the duty of good faith and fair dealing in its performance and
10 enforcement. This implied duty imposed on Johnson, Bergman, and FAA the obligation to
11 refrain from taking any action that would deprive the other party from receiving the benefits of
12 the Agreement. The goal of the FAA/Johnson Agreement and the FAA/Bergman Agreement was
13 to acquire business opportunities for Johnson and Bergman in exchange for commission
14 payments to FAA. FAA agreed to devote its efforts to engage in activities to acquire such
15 business opportunities and did, in fact, engage in such activities. In exchange, Johnson and
16 Bergman agreed to pay the Commission (as defined above) whether or not the specific
17 employment was procured by Johnson or FAA.

18 77. FAA has performed certain services for Johnson, including but not limited to,
19 working to procure and attempting to procure employment for Johnson on the Johnson/FAA
20 Commissionable Projects, including but not limited to the Star Wars Projects. In particular,
21 FAA procured employment for Johnson on the motion pictures entitled *The Brothers Bloom*
22 (released in 2009) and *Looper* (released in 2012), the television episodes "Fly" (aired in 2010),
23 "Fifty-One" (aired in 2012), and "Ozymandias" (aired in 2013) from the television series
24 *Breaking Bad*, and other pending projects, including the Unnamed World War II Project, the
25 Murakami Project, and the *Star Wars* Projects.

1 78. Furthermore, FAA has duly performed all of the conditions, promises, and
2 covenants that the FAA/Johnson Agreement required him to perform, except those obligations
3 that FAA was prevented or excused from performing.

4 79. Since at least June 2011, Defendant CAA has known of the existence of the
5 contractual relationship between FAA and Johnson. CAA knew that this contractual
6 relationship was in existence from at least 2005 to March 2014.

7 80. Plaintiff is informed, believes, and thereon alleges that, as evidenced by the
8 following allegations, set forth in greater detail above, and first discovered by Plaintiff in
9 connection with the Labor Commission hearing in May 2017, CAA has engaged in conduct that
10 was intended to disrupt the performance of the FAA/Johnson Agreement and the relationship
11 between Plaintiff and Johnson, causing Plaintiff to engage in work procuring employment
12 opportunities on behalf of Johnson that CAA knew Johnson would not accept because Johnson
13 was already committed to working on the *Star Wars* Projects.

14 81. Plaintiff is informed, believes, and thereon alleges that, CAA engaged in this
15 disruptive conduct because it wanted to marginalize Dreyfuss/FAA from having influence with
16 Johnson so that it could strengthen its own control over Johnson's career and its own position
17 and reputation for representing major players in the entertainment industry for CAA's own
18 personal gain, as well as to take 100% of the packaging fee it obtained for bringing Johnson on
19 board the *Star Wars* Projects as writer and director, without having to share any portion of that
20 packaging fee with Plaintiff. Plaintiff did not discover the misleading and deceptive nature of
21 CAA's conduct until after the Labor Commission Hearing in May 2017 and the publication of
22 interviews and books regarding the making of *Star Wars VII* and *VIII* after that date.

23 82. In particular, Plaintiff is informed, believes, and thereon alleges that ,as set forth
24 in greater detail herein this Complaint, CAA engaged in the following conduct that disrupted
25 the FAA/Johnson Agreement, in particular by facilitating the concealment of Johnson's
26 involvement in the *Star Wars* Projects from FAA to prevent FAA from performing its
27 responsibilities as one of Johnson's agents, and assisting in the coordination of events to
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1 maximize the likelihood that Johnson would not pay FAA any commissions on the *Star Wars*
2 Projects:

3 a. On or about June 14, 2012, Dreyfuss forwarded to Garvey of CAA a
4 request from Simon Kinberg's office for contact information for Johnson. Garvey replied that
5 he would update Dreyfuss with an update after speaking with Kinberg (who was a CAA client).
6 Unbeknownst to Plaintiff, Kinberg was already working as a consultant for Lucasfilm on *Star*
7 *Wars* and Garvey had already set in motion a meeting between Johnson and Kathleen
8 Kennedy to discuss Johnson's involvement in *Star Wars*. Plaintiff is informed, believes and
9 thereon alleges that Garvey and other agents at CAA were aware of the true facts but did not
10 disclose them to Plaintiff to conceal Johnson's engagement on the *Star Wars* Projects,
11 misleading Plaintiff to believe that Johnson was not committed to the *Star Wars* Projects and
12 was open to other projects.

13 b. On or about July 10, 2012, Dreyfuss e-mailed Garvey of CAA to enquire
14 whether Johnson had met with Kinberg. Garvey responded that Johnson had not met with
15 Kinberg recently, but that the two had met in April 2012. Plaintiff is informed, believes and
16 thereon alleges that Johnson and Kinberg had met between April 1 and July 10, 2012 and that
17 the meeting was about Johnson joining the creative team for the *Star Wars* Projects. Plaintiff is
18 informed, believes and thereon alleges that Garvey and other agents at CAA were aware of the
19 true facts but asserted that no meeting had taken place other than an alleged meeting in April
20 and failed to mention that the meeting was about Johnson's involvement in the *Star Wars*
21 Projects to conceal Johnson's engagement on the *Star Wars* Projects, misleading Plaintiff to
22 believe that Johnson was not committed to the *Star Wars* Projects and was open to other
23 projects.

24 c. On or about September 11, 2012, Garvey of CAA responded to an e-mail
25 from Dreyfuss enquiring into Johnson's interest in directing a motion picture for Universal
26 based on a book entitled *Daughter of Smoke and Bone* by asserting that the project was "a
27 longshot". Plaintiff is informed, believes, and thereon alleges that Garvey and other agents at
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1 CAA knew that Johnson was already committed to writing and directing *Star Wars VIII* and
2 was not going to consider the Universal project. Nevertheless, to conceal Johnson's
3 engagement on the *Star Wars* Projects, Garvey failed to disclose this fact, misleading Plaintiff
4 to believe that Johnson was not committed to the *Star Wars* Projects and was open to other
5 projects.

6 d. On or about September 11, 2012, in that same response Garvey of CAA
7 responded to Plaintiff's query regarding Johnson's interest in a project called *Tell No One* by
8 reminding Plaintiff that Johnson previously had met with Kathleen Kennedy regarding a
9 reimagining of *Star Wars*. Plaintiff is informed, believes, and thereon alleges that Garvey was
10 referring to the June 18, 2012, meeting between Kennedy and Johnson, as alleged in
11 Paragraph 32 of this Complaint. Plaintiff is informed, believes, and thereon alleges that
12 Garvey and other agents at CAA knew that Johnson had not merely met with Kennedy
13 regarding *Star Wars*, but he was already committed to writing and directing *Star Wars VIII*.
14 Nevertheless, to conceal Johnson's engagement on the *Star Wars* Projects, Garvey failed to
15 disclose this fact, misleading Plaintiff to believe that Johnson was not committed to the *Star*
16 *Wars* Projects and was open to other projects.

17 e. On or about September 27, 2012, Garvey of CAA sent an e-mail to
18 Plaintiff forwarding a script entitled *Glimmer* for Johnson's consideration to direct as a motion
19 picture. In this e-mail, Garvey wrote, "Let's read and check the quality...they know super long
20 shot." Plaintiff is informed, believes, and thereon alleges that – two days earlier - on or about
21 September 25, 2012, CAA contacted Alan Horn's office to arrange a meeting between Johnson
22 and Horn to discuss plans for the *Star Wars* film franchise and Johnson's role in it. At that
23 time, neither Johnson, Bergman, nor CAA informed FAA about this intended meeting or the
24 purpose for that meeting. Plaintiff is informed, believes, and thereon alleges that, at some
25 point between the June 18, 2012 meeting between Johnson and Kennedy described in ¶ 36
26 above and the end of 2012, Johnson and Lucasfilm agreed that Johnson would write and direct
27 *Star Wars VIII*. Plaintiff is informed, believes, and thereon alleges that Garvey and other
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1 agents at CAA knew that Johnson was already committed to writing and directing *Star Wars*
2 *VIII* and was not going to consider the *Glimmer* project. Nevertheless, to conceal Johnson's
3 engagement on the *Star Wars* Projects, Garvey failed to disclose this fact, misleading Plaintiff
4 to believe that Johnson was not committed to the *Star Wars* Projects and was open to other
5 projects.

6 f. On or about October 3, 2012, Garvey of CAA replied to an e-mail from
7 Plaintiff regarding meetings between Johnson and producers represented by CAA by stating
8 that Johnson on October 4, 2012 would be meeting with a CAA-represented writer and an
9 executive at New Regency. Plaintiff is informed, believes, and thereon alleges that Garvey and
10 other agents at CAA knew that Johnson was in fact scheduled to meet with someone
11 connected to *Star Wars* – specifically Kathleen Kennedy – on October 5, 2012, yet failed to
12 disclose this fact, misleading Plaintiff to believe that Johnson was not already committed to
13 the *Star Wars* Projects and was open to other projects.

14 g. On or about October 9, 2012, Garvey of CAA forwarded to Plaintiff an e-
15 mail regarding Johnson's purported consideration of writing/directing involvement in a
16 remake of the film *Charley Varrick*. In that e-mail, Garvey tells Plaintiff, "Ran this by
17 Ram...pass!" Plaintiff is informed, believes, and thereon alleges that Garvey and other agents
18 at CAA knew that Johnson was already committed to writing and directing *Star Wars VIII* and
19 was not going to consider the *Charley Varrick* project. Nevertheless, to conceal Johnson's
20 engagement on the *Star Wars* Projects, Garvey failed to disclose this fact, misleading Plaintiff
21 to believe that Johnson was not committed to the *Star Wars* Projects and was open to other
22 projects.

23 h. On or about October 18, 2012, Garvey of CAA sent an e-mail to Plaintiff
24 concerning a project called *Passengers*, in which Garvey asserted that the producer "had a
25 director" and was about to close the deal at Relativity Studios and that Johnson was a
26 preferred choice. Despite Garvey's belief that the project was a "long shot" and that he didn't
27 want Johnson to become "the reason for a deal in process to fall apart," Garvey told Plaintiff
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1 that "if he decided they wanted to be up front with all, we would be happy to discuss."
2 Plaintiff is informed, believes, and thereon alleges that Garvey and other agents at CAA knew
3 that Johnson was already committed to writing and directing *Star Wars VIII* and was not going
4 to consider the *Passengers* project. Nevertheless, to conceal Johnson's engagement on the *Star*
5 *Wars* Projects, Garvey failed to disclose this fact, misleading Plaintiff to believe that Johnson
6 was not committed to the *Star Wars* Projects and was open to other projects.

7 i. On or about November 1, 2012, Garvey of CAA spoke on the telephone
8 with Dreyfuss of FAA. During that phone call, Garvey discussed Johnson's focus on developing
9 his own independent projects while mentioning the potential meeting between Johnson and
10 Kathleen Kennedy within the next two weeks. Plaintiff is informed, believes, and thereon
11 alleges that Garvey and other agents at CAA knew that Johnson was already committed to
12 writing and directing *Star Wars VIII*. In particular, Garvey knew that Johnson had already met
13 with Kennedy at least twice and with Alan Horn at least once, had visited Industrial Light &
14 Magic for the *Star Wars* Project, and had begun creative work on the *Star Wars* Project.
15 Nevertheless, to conceal Johnson's engagement on the *Star Wars* Projects, Garvey failed to
16 disclose these facts, misleading Plaintiff to believe that Johnson was not committed to the *Star*
17 *Wars* Projects and was open to other projects, although focused on his own independent
18 work.

19 j. On November 27 and 29, 2012, Garvey of CAA informed Dreyfuss that
20 CAA had made an initial proposal of \$200,000 to Legendary Entertainment for Johnson to
21 work on a project identified as the "Del Toro Project." Garvey further told Dreyfuss that CAA
22 was waiting for a counter offer from Legendary and that Johnson would begin work on the
23 project in January 2013. Plaintiff is informed, believes, and thereon alleges that Garvey and
24 other agents at CAA knew that Johnson was already committed to writing and directing *Star*
25 *Wars VIII* at this time. Nevertheless, to conceal Johnson's engagement on the *Star Wars*
26 Projects, Garvey failed to disclose this fact, misleading Plaintiff to believe that Johnson was
27 not committed to the *Star Wars* Projects and was open to other projects.
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1 k. On or about January 5, 2013, Garvey of CAA responded to an e-mail from
2 Plaintiff regarding CAA client Frank Marshall reaching out regarding Johnson's interest and
3 availability to work on the *Jurassic Park* reboot by sending an e-mail to Plaintiff and Johnson,
4 saying "JP4 could be amazing if it is in fact your vision! Would be curious if this is
5 conceptually something you might be interested in? If so we could work to position
6 accordingly ..." Plaintiff is informed, believes, and thereon alleges that Garvey and other
7 agents at CAA knew that *Jurassic Park 4* already had a director and writer in place and that
8 Johnson was already committed to writing and directing *Star Wars VIII* and was not going to
9 consider the *Jurassic Park 4* project. Nevertheless, to conceal Johnson's engagement on the
10 *Star Wars* Projects, Garvey failed to disclose these facts, misleading Plaintiff to believe that
11 Johnson was not committed to the *Star Wars* Projects and was open to other projects.

12 l. On or about February 7, 2013, Garvey of CAA forwarded to Plaintiff an e-
13 mail from another CAA agent, inquiring about Johnson's interest in a feature film version of
14 one of the episodes from the television series *Black Mirror*, in which Domhnall Gleason was a
15 co-star, to which Garvey added the message, "... not sure that this one will spark,..." Plaintiff
16 is informed, believes, and thereon alleges that Garvey and other agents at CAA knew that
17 Johnson was already committed to writing and directing *Star Wars VIII* and was not going to
18 consider the *Black Mirror* project. Nevertheless, to conceal Johnson's engagement on the *Star*
19 *Wars* Projects, Garvey failed to disclose this fact, misleading Plaintiff to believe that Johnson
20 was not committed to the *Star Wars* Projects and was open to other projects.

21 m. On November 21, 2013, Garvey of CAA informed Dreyfuss over the
22 telephone that Johnson would be receiving \$200,000 for the first week (along with an optional
23 additional week for \$200,000) from Legendary Entertainment for Johnson to work on the
24 motion picture *Godzilla*. Plaintiff is informed, believes, and thereon alleges that Garvey and
25 other agents at CAA knew that Johnson was already committed to writing and directing *Star*
26 *Wars VIII* at this time, and was discussing his involvement in the New *Star Wars* Project with
27 Lucasfilm. Nevertheless, to conceal Johnson's engagement on the *Star Wars* Projects, Garvey
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1 failed to disclose this fact, misleading Plaintiff to believe that Johnson was not committed to
2 the *Star Wars* Projects and was open to other projects.

3 n. On or about February 24, 2014, in response to Plaintiff's e-mail update
4 concerning the status of the Murakami Project, Garvey sent an e-mail to Plaintiff in which he
5 replied, "Love Murakami," and implying that Johnson was considering this project. Other CAA
6 agents, including Bryan Lourd, sent e-mails and engaged in conduct that furthered this
7 illusion. Plaintiff is informed, believes, and thereon alleges that Garvey and other agents at
8 CAA knew that Johnson was already committed to writing and directing *Star Wars VIII* and
9 the New *Star Wars* Projects and was not going to consider the Murakami Project.
10 Nevertheless, to conceal Johnson's engagement on the *Star Wars* Projects, including *Star Wars*
11 *VIII*, *Star Wars IX*, and the New *Star Wars Project*, Garvey and other agents at CAA failed to
12 disclose these facts, misleading Plaintiff to believe that Johnson was not committed to the *Star*
13 *Wars* Projects and was open to other projects.

14 o. On or about March 5, 2014, in response to Plaintiff's e-mail update
15 concerning Johnson's lunch meeting with Plan B regarding the Murakami Project, Garvey sent
16 an e-mail to Plaintiff in which he replied "awesome," implying that Johnson was considering
17 this project. Similarly, on or about March 12, 2014, Lourd of CAA e-mailed the response,
18 "Great" in connection with Johnson writing a personal letter to Murakami in furtherance of the
19 Murakami Project. Plaintiff is informed, believes, and thereon alleges that Garvey, Lourd, and
20 other agents at CAA knew that Johnson was already committed to writing and directing *Star*
21 *Wars VIII* and the New *Star Wars Project* and was not going to consider the Murakami Project.
22 Nevertheless, to conceal Johnson's engagement on the *Star Wars* Projects, including *Star Wars*
23 *VIII*, *Star Wars IX*, and the New *Star Wars Project*, Garvey, Lourd, and other agents at CAA
24 failed to disclose these facts, misleading Plaintiff to believe that Johnson was not committed to
25 the *Star Wars* Projects and was open to other projects.

26 83. As a direct and proximate result of CAA's conduct, which was a substantial
27 factor in making FAA's performance under the FAA/Johnson Agreement, FAA's agreement with
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1 Bergman, and the implied covenant of good faith and fair dealing incorporated within both of
2 these agreements more difficult and which was a substantial factor in enabling Johnson and
3 Bergman to breach their respective agreements and the implied covenant of good faith and fair
4 dealing, FAA has suffered damages in an amount in excess of the minimum jurisdictional
5 limits of this Court, according to proof at trial.

6 84. The amount of damages suffered by Plaintiff as a result of Defendant's wrongful
7 conduct can only be accurately determined by an accounting of the packaging fees obtained by
8 CAA for the *Star Wars* Projects and of the money obtained by the mutual clients of Plaintiff and
9 Defendant – Johnson and Bergman – for their employment on the *Star Wars* Projects. Plaintiff
10 is informed, believes, and thereon alleges that the information necessary to discover the
11 amount of money lost by Plaintiff as a result of CAA's wrongful conduct can only be
12 determined by an accounting of the fees and payments made that are contingent upon box
13 office performance and profits received by Lucasfilm and/or Disney from the *Star Wars*
14 Projects.

15 85. As a result of CAA's wrongful conduct, CAA obtained a financial benefit that it
16 would not have obtained otherwise. For CAA to retain that financial benefit - the amount of
17 which will be determined according to proof at trial - would be unreasonable, unjust, and
18 unfair.

19 86. CAA's conduct was intended to cause injury to Plaintiff and was carried out with
20 willful or callous disregard for the rights of Plaintiff, thereby entitling Plaintiff to an award of
21 punitive damages under Section 3294 of the California Civil Code.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff requests judgment against Defendant as follows:

24 **As to the First Cause of Action:**

- 25 1. For general damages according to proof;
- 26 2. For special damages according to proof;
- 27 3. For disgorgement of financial benefit obtained;
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4. An accounting to establish the packaging fees obtained by CAA and the appropriate commission on money obtained by Plaintiff's and Defendant's mutual clients – Johnson and Bergman – in connection with their employment on the *Star Wars* Projects;
5. For punitive damages;
6. For injunctive relief;
7. For Plaintiff's costs of suit; and
8. For such other and further relief as the Court deems just and proper.

As to the Second Cause of Action:

1. For general damages according to proof;
2. For special damages according to proof;
3. For disgorgement of financial benefit obtained;
4. An accounting to establish the packaging fees obtained by CAA and the the appropriate commission on money obtained by Plaintiff's and Defendant's mutual clients – Johnson and Bergman – in connection with their employment on the *Star Wars* Projects;
5. For punitive damages;
6. For injunctive relief;
7. For Plaintiff's costs of suit; and
8. For such other and further relief as the Court deems just and proper.

DATED: October 28, 2019

LAW OFFICE OF RANDY R MERRITT

By:


Randy Merritt
Attorney for Plaintiff
FEATURED ARTISTS AGENCY

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DEMAND FOR JURY TRIAL

Plaintiff Featured Artists Agency hereby asserts his right to a jury trial on all claims brought herein.

DATED: October 28, 2019

LAW OFFICE OF RANDY R MERRITT

By:



Randy Merritt
Attorney for Plaintiff
FEATURED ARTISTS AGENCY

EXHIBIT A

Date _____

GENERAL SERVICES AGREEMENT

PAUL KOHNER, INC., talent agents

9300 Wilshire Blvd., Suite 555 - Beverly Hills, CA 90212

Gentlepersons:

1. I hereby employ you as my sole and exclusive adviser, artists' manager, in the entertainment and literary fields, throughout the world for a period of ONE year(s) commencing on the date hereof. You accept said employment and agree you shall have a duty to counsel, advise, and consult with me during normal business hours at your office in the development and advancement of my professional career, and negotiate employment of contracts providing for the rendition of my services in those branches of the entertainment and literary fields in which I am now or hereafter shall be willing and qualified to render services, subject to my availability. With respect to the rendition of my services outside of the continental United States, you shall have the right to designate, without my consent, any one or more persons, firms or corporations to carry out or do any or all the acts or things hereunder to be performed by you.

2. You may have interests of any kind either of your own or in the activities of others as well as the right to render your services to anyone else (including owners of productions of any kind utilizing my services in connection therewith), either in the capacity in which you are employed by me hereunder or otherwise, whether similar to or competitive with the interests and activities for which you are employed to represent me hereunder. I agree not to employ or use anyone else to act for me in the capacity for which I have engaged you hereunder, or to render any of the services that you are to render for or to me hereunder, or to act for me in any of the fields of endeavor covered by this agreement, nor will I so act myself. I agree to refer to you promptly any and all leads, inquiries, offers and contracts coming to my attention directly or through someone acting on my behalf, regarding my services, employment or interests in the entertainment and literary fields. I represent and warrant that I am wholly free to enter into this agreement and have no contract or obligation which will conflict with any of the provisions hereof.

3. I agree to pay you a sum equal to ten percent (10%) of the gross monies or other considerations as and when received by me, my heirs, executors, administrators, or assigns, or on my behalf, pursuant to or in any way pertaining to any employment or contract now in existence or entered into or negotiated for during the term, and pursuant to or in any way pertaining to any and all modifications, extensions, renewals, replacements, supplements, or substitutes for such employment or contracts, except that with respect to any and all employment or contracts, in the concert field, I agree to pay you twenty percent (20%), and except that with respect to any and all employment in the lecture field, I agree to pay you twenty-five percent (25%). Said percentage is to be paid you whether or not said employment or contracts have been procured as a result of your efforts and whether or not the term of said contracts or employment shall be effective or continue before, during, or after the term hereof. To be entitled to the payment of commission to contracts now in existence after termination or other expiration of this contract, you shall be obligated to render service to me and perform obligations with respect to any employment contract or to extensions or renewals of said employment contract or to any employment requiring my services on which such commission is based. Commissions on considerations other than money shall be payable at your election, to be exercised immediately after receipt of such other considerations, either in money based on the fair retail market value of such other considerations, or in pro rate share in kind of such other considerations. If I enter any employment or contracts with six (6) months after expiration of the term hereof with a person or business entity as to whom negotiations for any employment or contract covering the same subject matter had been commenced but not completed during the term hereof, any such employment or contracts shall be deemed to have been entered into during the term hereof.

4. Should I fail to obtain a bona fide offer of employment from a responsible employer (whether procured by you or otherwise) during a period in excess of four (4) consecutive months during the term hereof during all of which time I am unemployed and am ready, able, and willing to accept employment, either party hereto shall have the right to terminate the term of your employment hereunder by a notice in writing to such effect sent to the other party by registered mail, to the last known address of such party; provided, however, that such right shall be deemed waived by me and any exercise thereof by me shall be ineffective if after the expiration of any such four (4) month period and prior to the time I attempt to exercise such rights, I have received an offer of employment from a responsible employer, provided further that such termination shall not affect your rights under Paragraph 3 hereof with respect to contracts or employment in existence or negotiated for prior to the effective date of such termination.

5. Anything in this agreement to the contrary notwithstanding, those regulations of any guild or union regarding management contracts, which you have agreed to or which you shall agree to, shall govern and be binding upon the parties hereto only with respect to my services in those branches of the entertainment and literary fields covered by said guild or union, and only to the extent that and so long as said guild or union has jurisdiction over my said services and said regulations remain binding upon you. I agree, as and when you request me to do so, to sign management contracts with you, in accordance with the then current forms, and upon the maximum provisions you are permitted under said regulations and, upon such request, such management contract or contracts shall be deemed automatically in effect between us whether or not I execute same. In no event shall the term of such management contract or contracts expire later than the date of the expiration of this agreement, and upon such execution or request the provisions of such management contract or contracts shall govern only with respect to my services in those branches of the entertainment and literary fields covered thereby.

6. When used in this agreement the following terms are defined as follows:

(a) The term "entertainment and literary fields" shall include any and all branches of the entertainment, literary and merchandising and commercial exploitation fields now existing or hereafter developed, conceived, or used, including theaters, lectures, and concerts, radio, television, recordings, electrical, magnetic and thermoplastic transcriptions, and phonograph records, and such other devices and forms of presentation as may now or hereafter be developed.

(b) The term "employment" and the term "contracts" shall include any and all employment or contracts of any kind whatever, (including contracts to refrain from services or activities) in any way pertaining to (1) any of my services and interests in any branch of the entertainment and literary fields and (2) any forms of merchandising and commercial exploitation rights. The said term "contracts" shall apply to any such contracts whether entered into by me, my heirs, executors, administrators or assigns, or in my behalf, or any other person, firm or corporation in which I have any interest of any kind.

(c) The term "services" shall include any and all of my services in any capacity of any kind whatever, whether as an employee, independent contractor, or otherwise, including, but without limiting the generality of the foregoing, my services and interests as a performer of any kind, composer, conductor, arranger, author, writer, musician, lyricist, artist, designer, choreographer, cameraman, technician, director, producer, supervisor, executive, or otherwise.

(d) The term gross monies or other considerations shall include any and all forms of income without any deductions, including, but without limiting the generality of the foregoing, the total compensation, salaries, earnings, fees, royalties, residual or repeat fees, gifts, bonuses, shares of stock, shares of profit, percentages, partnership interests, joint venture interests and property of any kind earned or received, directly or indirectly, by me or my heirs, executors, administrators, or assigns or any one else in my behalf. The term "gross monies or other considerations" also includes monies or other things of value received by reason of ownership of shares of stock, shares of profit, dividends, distribution of profits, distribution of capital or otherwise, and includes as well all monies or other things of value received by reason of any sale or other disposition of such share of profits, stock, profit interests and the like.

(e) The term "merchandising and commercial exploitation rights" means the right to use any material for any and all forms of merchandising, advertising and commercial exploitation (with or without the use of my name, voice or likeness) of any kind now known or hereafter conceived including, but not limited to, the right to use any said material for product or service designations, trademarks, trade names, games, dolls, toys, cut-outs, comic books or strips, endorsements, testimonials and the like.

(f) The term "material" means any and all material of any kind whatever including, but without limiting the generality of the foregoing, literary, dramatic, choreographic and musical material, names, likeness, signatures, recorded voices and the like whether of myself or anyone else, art designs, titles, outlines, plots, ideas, characters, characterizations, trade names, trademarks, books, dramas, stories, scripts, entertainment packages, lyrics, musical compositions and musical orchestrations of any kind, and all rights of any kind pertaining to any of the foregoing.

(g) The term "entertainment package" means any show, production, presentation, entertainment unit, group or organization for the presentation thereof other than as a radio or television program, or theatrical motion picture, with respect to which entertainment package I produce or supply, or any person, firm or corporation in which I have or shall have any interest of any kind, shall produce or supply services or material or any combination thereof, whether with or without my services or other matters.

7. If any firm, corporation, partnership, joint venture or other form of business entity now or hereinafter owned or controlled by me or in which I now or hereinafter have any right, title or interest therein called "my firm or corporation" has, or hereafter during the term hereof acquires, directly or indirectly: (a) any right to my services in the entertainment and literary fields, or (b) any merchandising and commercial exploitation rights as that term is defined in Paragraph 6 (c) above, then I will, with respect to any one or more of the foregoing, upon your request to do so, cause my firm or corporation to engage you as its sole and exclusive agent by executing an agency agreement in the

same form as this agreement or your then standard form pertaining to such activity within the entertainment and literary field, as you may elect. If I now own or at any time during the term hereof, directly or indirectly, acquire any motion picture intended primarily for theatrical exhibition, or any right, title or interest therein, or if my firm or corporation now owns or hereafter during the term hereof acquires, directly or indirectly, any such motion picture or any right, title or interest therein, I will upon your request to do so, engage you or cause my firm or corporation to engage you, as the case may be, as the sole and exclusive agent for such motion picture by executing your then existing standard form picture package agency agreement. If my firm or corporation fails to execute the applicable agency agreement, as aforesaid or having executed it, fails to pay commissions thereunder, or otherwise fails to comply with provisions thereof, I shall pay promptly upon your demand, all commissions which my firm or corporation is or should have been obligated to pay and I will indemnify you against and hold you harmless from any loss, cost or expense incurred by you due to said failure of my firm or corporation to execute said form or to comply with the provisions thereof. No waiver, extension, change or amendment with respect to said agency agreement shall be deemed to release me of or from any liability thereunder.

8. If I now own or at any time during the term hereof, directly or indirectly, acquire or desire to acquire any material, or any right, title or interest therein, or if I now own or at any time during the term hereof, directly or indirectly, acquire an entertainment package, or any interest therein, or desire to present an entertainment package, or if any firm, corporation, partnership, joint venture or other form of business entity now or hereinafter owned or controlled by me in which I now or hereinafter have any right, title or interest (herein called "my firm or corporation") has, or hereafter during the term hereof acquires, directly or indirectly, any such material or entertainment package, or any interest therein, or desires to acquire to present any such material or entertainment package, or any interest therein, then I will upon your request to do so, engage you or cause my firm or corporation to engage you, as the case may be as the sole and exclusive agent for such material and/or entertainment package by executing your then existing standard form general materials and packages agency agreement. If I or my firm or corporation fail to execute such agency agreement, I shall pay promptly upon your demand, all commissions which I or my firm or corporation should have been obligated to pay and I will indemnify and hold you harmless from and against any loss, cost or expense incurred by you due to my failure, or the failure of my firm or corporation, to execute said form or to comply with the provisions thereof. If my firm or corporation executes such agency agreement, but fails to pay commissions thereunder, or otherwise fails to comply with the provisions thereof, I shall promptly pay, upon your demand, all commissions which my firm or corporation is obligated to pay and I will indemnify and hold you harmless from and against any loss, cost or expense incurred by you due to said failure of my firm or corporation to comply with provisions of such agreement.

9. Controversies relating to your obtaining employment for me hereunder which arise under the Labor Code of the State of California and the rules and regulations for the enforcement thereof shall be referred to the Labor Commissioner of the State of California for determination to the extent such controversies are required to be so submitted pursuant to the provisions of Section 1700.00 of said Labor Code, save and except to the extent that the laws of the State of California now or hereafter in force may permit or require the reference of any such controversy to any other person or group of persons.

10. This instrument sets forth the entire agreement between us. It shall not become effective until accepted and executed by you. As an inducement to you to execute this agreement, I hereby represent and warrant that no statement, promise, representation, or inducement, except as herein set forth, has been made on your behalf, or by any of your employees or representatives, and I acknowledge that I have been informed that your acceptance and execution hereof shall be in reliance on the representation and warranty made by me herein. Should any provision of this agreement be void or unenforceable, such provision shall be deemed omitted and this agreement with such provision omitted shall remain in full force and effect. This contract may not be canceled, altered or amended except by an instrument in writing, signed by me and the President of the Executive Vice President of your company. The termination of any other agency contract between us shall not effect this agreement in any respect. If the signatories (other than you) to this agreement are more than one, then this agreement shall apply to all such signatories, jointly and severally. No breach of this agreement by you shall be considered material unless within ten (10) days after I acquire knowledge thereof, or of facts sufficient to put me upon notice of any such breach, I serve written notice thereof upon you by registered mail and you do not cure said breach within ten (10) days after receipt of such notice, provided, however that the foregoing provision shall not be applicable to nor affect the provisions of Paragraph 4 of this agreement nor in any way limit or modify the right to refer controversies arising between us under the Labor Code of the State of California or the rules and regulations for the enforcement thereof pursuant to Section 1700.44 of the State Labor Code as expressed in Paragraph 9 hereof.

11. You shall have the right to assign this agreement or any part thereof including any of the rights or duties specified herein, without my prior written consent, to any of your affiliated, subsidiary or parent companies, now or hereafter in

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existence, or to any company or companies resulting from a merger or consolidation with you, or to any company succeeding substantially to all of your assets.

12. In the event this document is signed by more than one person, firm or corporation, it shall apply to the undersigned jointly and severally, and to the compensation, activities, interests, and contracts of each and all of the undersigned. If any of the undersigned is a corporation or other entity, and/or if this document is signed by more than one person, corporation or other entity, the pronouns "I", "me" or "my" as used herein shall apply to each such person, corporation and other entity.

Both Your and my signatures hereinbelow shall constitute this a binding agreement between you and myself.

Very truly yours,

David Ross

SS# _____ - _____ - _____

Accepted and Agreed To:

PAUL KOHNER, INC.

By _____
AGENT

THIS ARTISTS' MANAGER IS LICENSED BY THE LABOR COMMISSIONER OF THE STATE OF CALIFORNIA.

This form of contract has been approved by the State Labor Commissioner on June 9, 1977.